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SIXTH ANNUAL REPORT

OF THE

BOARD OF RAILROAD COMMISSIONERS,

FOR THE

YEAR ENDING JUNE 30, 1883.

STATE OF IOWA.

With Compliments of the

Railroad Commissioners.

DES MOINES:
GEO. E. ROBERTS, STATE PRINTER.
1883.

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COMMISSIONERS' REPORT.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, October 30, 1883.

HON. BUREN R. SHERMAN, *Governor of Iowa:*

IN accordance with the requirements of the statute, we have the honor to submit herewith the Sixth Annual Report of the Board of Railroad Commissioners, showing the capital stock, debt, general traffic, earnings, operating expenses and condition of the railroads doing business in this State for the year ending June 30, 1883, a statement of the complaints brought before them for adjudication, with the opinions of the Commissioners in full, together with the returns of the several companies to this office and tabular statements made therefrom.

On February 28, 1883, James Wilson resigned his membership of the Board of Commissioners, and on May 2 Lorenzo S. Coffin was appointed to fill the vacancy.

CAPITAL STOCK.

The total number of miles of railroad in operation in Iowa reported by the companies to the Board is seven thousand fourteen and 95-100 miles. The report of the capital stock and debt is based on the entire lines of the roads which run into other States. The entire mileage of these roads is twenty thousand six hundred eighty-five 48-100 miles.

The Commissioners estimate the stock of these roads representing the portion of them in Iowa, added to the stock of the roads entirely in Iowa, amounts, broad gauge roads to $132,895,478.00, or $19,811.00 per mile; the narrow gauge roads to $1,386,991.00 or $6,481.00 per mile. The total number of stockholders living in the State is returned as six hundred and seventy-one. The total amount of stock reported as owned by persons living in the State is $5,164,591.41. The narrow gauge roads owned by the Chicago, Milwaukee & St. Paul road are not reported separately, and are estimated with the broad gauge lines.

DEBT.

The total debt of the roads in Iowa as reported and estimated by the Commissioners is, broad gauge, $126,456,879.00, or $18,863.00 per mile; of this $120,534,557.00 is funded debt; $5,932,322.00 unfunded or floating debt; narrow gauge is $1,345,000.00 or $6,170.00 per mile; of this $1,333,000.00 is funded debt; $12,000.00 unfunded or floating debt.

STOCK AND DEBT.

The stock and debt of the roads in Iowa amounts to $262,094,348.00, or $37,864.00 per mile.

The following table shows the amount of stock and the amount of debt per mile of each company, as the returns were made to this office:

RAILROADS.	Stock per mile.	Debt per mile.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	$ 7,843	$ 15,658	$ 23,723
Central Iowa	18,801	17,159	35,960
Chicago, Burlington & Quincy	16,331	14,659	30,990
Chicago, Burlington & Kansas City	51,803	3,104	55,563
Kansas City, St. Joseph & Council Bluffs	18,354	18,487	36,841
St. Louis, Keokuk & Northwestern	18,401	19,594	39,082
Chicago, Milwaukee & St. Paul	9,846	20,336	30,182
Chicago & Northwestern	20,104	26,667	46,771
Chicago, Iowa and Nebraska	47,852	2,387	50,239
Cedar Rapids & Missouri River	27,809	13,558	41,367
Des Moines & Minneapolis	16,090	10,464	26,554
Maple River	5,018	9,325	14,343
Chicago, Rock Island & Pacific	37,182	15,507	52,689
Keokuk & Des Moines	25,431	16,954	42,386
Chicago, St. Paul, Minneapolis & Omaha	25,000	15,000	40,000
Crooked Creek	8,412	2,835	11,247
Des Moines & Fort Dodge	36,578	22,841	59,420
Dubuque & Dakota	9,037	9,968	19,005
Humeston & Shenandoah	35,778	23,852	59,630
Cedar Falls & Minnesota	20,991	20,997	41,988
Dubuque & Sioux City	35,040	6,111	41,064
Iowa Falls & Sioux City	25,170	16,818	41,988
Minneapolis & St. Louis	27,470	24,852	52,322
Ottumwa & Kirkville	30,000	28,719	58,719
Prairie du Chien & McGregor	50,000	.....	50,000
Sioux City & Pacific	19,255	54,812	74,067
Wabash, St. Louis & Pacific	18,322	28,700	47,022
NARROW GAUGE ROADS.			
Burlington & Northwestern	4,377	5,984	9,676
Des Moines, Osceola & Southern	5,000	7,000	12,000
St. Louis, Des Moines & Northern	20,000	8,000	28,000
Cedar Rapids & Marion Street Railway	7,500	.....	7,500

The following table shows the added mileage, and the increase of capital stock, during the year, for all roads reported. The increase of mileage is $2,134.39, the increase of stock $34,357,070.00, or, deducting $8,000,000 for the stock of the Chicago, Burlington & Kansas City, probably erroneously reported, we have $26,357,070.00, or $12,349.00 per mile:

RAILROADS.	Miles.	Amount of increase.
Burlington, Cedar Rapids & Northern	70.02	$.....
Central Iowa	122.92	1,898,500
Chicago, Burlington & Quincy	742.13	6,394,150
Chicago, Burlington & Kansas City	10.50	8,000,000
St. Louis, Keokuk & Northwestern	2.81	.....
Chicago, Milwaukee & St. Paul	265.30	8,835,500
Chicago & Northwestern	242.29	1,421,670
Des Moines & Minneapolis	.....	16.300
Maple River	45.10	.....
Chicago, St. Paul, Minneapolis & Omaha	106.43	.....
Des Moines & Fort Dodge	55.13	1,283,000
Dubuque & Dakota	.....	700
Humeston & Shenandoah	112.53	4,026,000
Minneapolis & St. Louis	4.50	163,300
Ottumwa & Kirkville	5.00	150,000
Prairie du Chien & McGregor	2.00	100,000
Wabash, St. Louis & Pacific	256.60	386,300
NARROW GAUGE ROADS.		
Burlington & Western	7.20	.....
Des Moines, Osceola & Southern	45.00	259,600
St. Louis, Des Moines & Northern	38.93	722,750

INCREASE OR DECREASE OF DEBT.

The following table shows the increase or decrease of debt during the year for all roads reported. The increased mileage is 2,134.39, the increased indebtedness is $33,079,210.11, from which we deduct the decreased indebtedness, except that of the Chicago, Burlington & Kansas City, which we presume has been converted into stock, and we have $33,893,747.15, or $15,880.00 per mile. This belongs to and represents new construction.

RAILROADS.	Miles.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	70.02	$ 1,364,304.52	$.....
Central Iowa	122.92	1,305,000.00	.....
Chicago, Burlington & Quincy	742.13	2,658,800.00	.....
Chicago, Burlington & Kansas City	10.50	.....	4,119,984.69
Chicago, Milwaukee & St. Paul	265.30	6,558,873.69	.....
Chicago & Northwestern	242.29	12,939,246.64	.....
Chicago, Iowa & Nebraska	.....	.....	182,851.48
Cedar Rapids & Missouri River	.....	438.10	.....
Maple River	45.10	496,605.03	.....
Chicago, St. Paul, Minneapolis & Omaha	106.43	718,812.50	.....
Des Moines & Fort Dodge	55.13	709,200.00	.....
Humeston & Shenandoah	112 53	.....	.....
Minneapolis & St. Louis	4.50	1,280,841.46	.....
Ottumwa & Kirkville	5.00	143,591.98	.....
Prairie Du Chien & McGregor	2.00	.....	.....
Sioux City & Pacific	.....	244,810.24	.....
Wabash, St. Louis & Pacific	256.60	3,779,931.57	.....
NARROW GAUGE ROADS.			
Burlington & Northwestern	.....	5,300.00	.....
Burlington & Western	7.20	.....	.....
Des Moines, Osceola & Southern	.....	530.000.00	.....
St. Louis, Des Moines & Northern	38.93	303,000.00	.....
	2,134.39	$ 33,079,210.11	$ 4,305,447.65

The increased mileage reported for the year is 2,134.39. The increased indebtedness is $33,079,210.11, from which deduct the decreased indebtedness and we have a net increase of $29,773,762.46. This increase is not all new mileage, but represents lines purchased.

Comparative table of stock and debt for the years 1878, 1880, 1882, and 1883.

	1878.	1880.	1882.	1883.
Stock.....	$ 183,488,642.54	$ 264,482.954.21	$ 345,918,605.27	$ 379.360,616.43
Debt.....	160,360,759.52	228,551,426.04	386,228,328.01	416,847,922.20
Total....	$ 343.849,402.06	$ 493,034,380.25	$ 732,146,933.28	$ 796,141,238.63

The $343,849,402.06 represented in 1878, 8,367.00 miles of road. The $493,034,380.25 represented in 1880, 12,219.36 miles. The $732,146,933.28 represented in 1882, 18,548.69 miles. The $796,141,238.68 represents in 1883, 20,685.48 miles. The increase of mileage in Iowa is from 4,157.00 in 1878 to 7,014.95 in 1883, or 2,857.95 miles in five years.

The capital and debt for Iowa reported for 1878 amounted to $156,601,764.47; for 1883, $262,094,348.00; an increase of 2,857.95 miles, and an increase of stock and debt of $108,492,564.00, or $37,923.22 per mile.

COST OF ROADS.

The Commissioners have found great difficulty in arriving at any just estimate of the cost of the roads, there probably being at the present time no information that is at all reliable that they can avail themselves of. Some of the roads came into the hands of the present owners by foreclosure of mortgages, were built partially by city and county bonds and taxes levied by townships. On the basis thus furnished the companies issued their own bonds and sold them at large discounts, or turned them over to construction companies, the roads were put in operation with the least possible expenditure, without any permanent structures, with insufficient equipment, station buildings, engine houses, and repair shops, or in fact without anything necessary to keep them in running order. If they had vitality enough to live through the first few years, their earnings were mainly absorbed in rebuilding and equipping the roads and fitting them for doing business. Many of the roads fell into the possession, or under the management by lease, of corporations in other States and their cost probably was greatly increased by the advances necessary to place them in accord with the needs of business. The Commissioners never expect that this table will be more than an approximation of the cost of the property to the owners, and it is not at all improbable

that the present cost contains in it profits to individuals that would hardly be regarded as legitimate, but the time for remedy has passed.

Cost of roads in Iowa.

RAILROADS.	Cost of road and equipment.
Burlington, Cedar Rapids & Northern	$ 13,965,602.68
Central Iowa	15,140,984.65
Chicago, Burlington & Quincy	20,625,827.02
Chicago, Burlington & Kansas City	4,225,038.95
Kansas City, St. Joseph & Council Bluffs	2,248,058.13
St. Louis, Keokuk & Northwestern	2,044,224.48
Chicago, Milwaukee & St. Paul	40,891,525.93
Chicago & Northwestern	22,550,421.47
Chicago, Iowa and Nebraska	4,643,200.00
Cedar Rapids & Missouri River	11,451,241.32
Des Moines & Minneapolis	826,22[illegible].28
Maple River	1,768,617.19
Chicago, Rock Island & Pacific	39,474,653.98
Keokuk & Des Moines	6,270,351.09
Chicago, St. Paul, Minneapolis & Omaha	3,695,253.56
Crooked Creek	71,500.00
Des Moines & Fort Dodge	8,437,536.17
Dubuque & Dakota	1,251,122.29
Humeston & Shenandoah	2,539,402.63
Cedar Falls & Minnesota	3,173,500.00
Dubuque & Sioux City	5,621,112.71
Iowa Falls & Sioux City	7,585,000.00
Minneapolis & St. Louis	7,142,562.27
Ottumwa & Kirkville	97,365.22
Prairie Du Chien & McGregor	12,500.00
Sioux City & Pacific	4,094,302.98
Wabash, St. Louis & Pacific	12,841,155.55
NARROW GAUGE ROADS.	
Burlington & Northwestern	393,248.28
Burlington & Western	565,701.17
Des Moines, Osceola & Southern	1,271,100.00
Fort Madison & Northwestern	480,000.00
St. Louis, Des Moines & Northern	1,025,750.00
Cedar Rapids & Marion Street Railway	70,913.77
Total	$246,495,001.77

GROSS EARNINGS.

The entire earnings for the roads in Iowa are:

Passenger, mail and express	$ 9,248,818.01
Freight and miscellaneous	25,184,536.76
Total earnings for year ending June 30, 1883	$ 34,433,354.77
Total earnings for year ending June 30, 1882	32,023,966.03
Increase of earnings over previous year	$ 2,409,388.74

Table showing increase and decrease of earnings for 1883.

RAILROADS.	Increase.	Decrease.
Burlington, Cedar Rapids & Northern	$ 230,194.40	$ .....
Central Iowa	59,179.79	.....
Chicago, Burlington & Quincy	282,287.01	.....
Chicago, Burlington & Kansas City	.....	11,227.01
Kansas City, St. Jo. & Council Bluffs	12,216.13	.....
St. Louis, Keokuk & Northwestern	50,217.58	.....
Chicago, Milwaukee & St. Paul	1,484,281.40	.....
Chicago & Northwestern	219,548.78	.....
Chicago, Rock Island Pacific	.....	827,774.55
Chicago, St. Paul, Minneapolis & Omaha	27,007.85	.....
Crooked Creek	.....	2,621.72
Des Moines & Fort Dodge	.....	102,841.07
Dubuque & Dakota	.....	10,256.70
Humeston & Shenandoah	143,879.63	.....
Illinois Central	.....	16,479.15
Minneapolis & St. Louis	68,449.31	.....
Ottumwa & Kirkville	25,815.55	.....
Prairie du Chien & McGregor	7,031.35	.....
Sioux City & Pacific	49,586.77	.....
Wabash, St. Louis & Pacific	632,654.34	.....
NARROW GAUGE ROADS.		
Burlington & Northwestern	.....	20,049.52
Burlington & Western	17,400.29	.....
Des Moines, Osceola & Southern	62,808.09	.....
St. Louis, Des Moines & Northern	52,708.28	.....
Cedar Rapids & Marion Street Railway	5,747.33	.....
Total	$ 3,431,013.88	$ 983,249.72

The increase of earnings over the previous year was $3,431,013.88, the decrease, $983,249.72; or a net increase of earnings $2,447,764.16. The increased earnings are all due to increased mileage. The Humeston & Shenandoah, the Ottumwa & Kirkville, the Burlington & Western, and the Des Moines, Osceola & Southern have never

reported before. The Milwaukee and Wabash roads, which show the highest increase, represent the earnings of long lines of road that were not previously reported. The earnings of the past year are generally light.

MAILS.

The returns enable the Commissioners to estimate the amount received for the transportation of mails in the State. The amount earned by this service is $738,301.94. This will be reduced by whatever is paid for collecting and delivering them, which amounts to $20,219.81.

Earnings per train mile and per mile of road.

RAILROADS.	Passenger.	Freight.	Total.	Per mile of road.
Burlington, Cedar Rapids & Northern	.908	1.232	1.127	4,091.11
Central Iowa	1.251	1.303	1.291	2,838.03
Chicago, Burlington & Quincy	1.570	1.550	1.560	7,879.99
Chicago, Burlington & Kansas City	.....	.....	.....	1,276.08
Kansas City, St. Jo. & Council Bluffs	1.080	2.260	1.700	6,192.93
St. Louis, Keokuk & Northwestern	.....	.....	.....	3,401.98
Chicago, Milwaukee & St. Paul	1.350	1.590	1.590	4,947.77
Chicago & Northwestern	1.422	1.706	1.612	6,882.40
Chicago, Rock Island & Pacific	1.560	1.550	1.550	8,369.24
Chicago, St. Paul, Minneapolis & Omaha	1.649	1.593	1.610	4,676.00
Crooked Creek	.....	.....	.....	965.23
Des Moines & Fort Dodge	.950	1.780	1.390	2,170.94
Dubuque & Dakota	.....	.....	.....	1,142.42
Humeston & Shenandoah	.580	1.040	.930	1,278.62
Illinois Central	1.510	1.370	1.410	4,832 15
Minneapolis & St. Louis	1.030	1.270	1.207	3,929.42
Ottumwa & Kirkville	1.723	2.530	2.530	2,111.07
Sioux City & Pacific	1.659	2.170	1.961	2,510.54
Wabash, St. Louis & Pacific	.980	1.320	1.198	4,948.59
NARROW GAUGE ROADS.				
Burlington & Northwestern	.....	.867	.867	724.71
Burlington & Western	.....	.346	.346	370.00
Des Moines, Osceola & Southern	.....	.....	.....	736.57
St. Louis, Des Moines & Northern	.....	.....	.....	1,254.96
Cedar Rapids & Marion Street Railway	.....	.....	.....	2,442 98

Comparative table of earnings per train mile for the years 1883, 1882, 1881, and 1880, in cents.

RAILROADS.	1883.	1882.	1881.	1880.
Burlington, Cedar Rapids & Northern	1.127	1.2490	1.3340	1.6400
Central Iowa	1.291	1.5390	1.6111	1.6180
Chicago, Burlington & Quincy	1.560	1.4800	1.5300	1.4980
Chicago, Burlington & Kansas City	.....	.....	1.2250	.....
Kansas City, St. Jo. & Council Bluffs	1.700	1.6600	1.4660	1.9000
Chicago, Milwaukee & St. Paul	1.590	1.6100	1.6100	1.6300
Chicago & Northwestern	1.612	1.9456	1.8522	1.6500
Chicago, Rock Island & Pacific	1.550	1.6900	1.6340	1.5400
Chicago, St. Paul, Minneapolis & Omaha	1.610	1.5815	1.4800	1.2700
Crooked Creek	.....	1.0540	.....	.....
Des Moines & Fort Dodge	1.390	2.0960	2.0300	1.9830
Dubuque & Dakota	.....	1.5700	.....	.....
Humeston & Shenandoah	.930	.....	.....	.....
Illinois Central	1.410	1.5400	1.4230	1.4500
Minneapolis & St. Louis	1.207	1.2660	.....	1.6000
Ottumwa & Kirkville	2.530	.....	.....	.....
Sioux City & Pacific	1.961	1.6023	1.7662	1.6900
Wabash, St. Louis & Pacific	1.198	1.2180	.....	.9700
NARROW GAUGE ROADS.				
Burlington & Northwestern	.867	.7604	.8340	1.4300
Burlington & Western	.346	.....	.....	.....
Fort Madison & Northwestern	.....	2,0200	.....	.....

This table shows a slight reduction in train-mile earnings over former years.

OPERATING EXPENSES CLASSIFIED.

This table gives the operating expenses of the entire lines of road, except the Chicago, Burlington & Quincy and the Illinois Central Railroads, which give the returns for the Iowa lines only. While the approximation made by the Commissioners may differ a little from the actual status, it is very nearly correct—sufficiently so for comparison.

CLASSIFICATION.	Amount.	Per cent.
Maintenance of way	$14,031,449.30	22
Motive power and cars	9,856,772.93	16
Conducting transportation	29,849,744.30	48
General expenses	9,041,701.33	14
Total	$62,779,667.86	100

Table of classification of expenses in detail.

CLASSIFICATION.	Amount.	Per cent.
General superintendence	$ 2,327,876.32	3.73
Legal expenses	362,446.09	.58
Insurance	147,431.66	.24
Stationery and printing	796,547.50	1.26
Advertising and foreign agencies	1,261,122.12	2.02
Miscellaneous and contingent	1,728,536.66	2.76
Total taxes paid	2,369,182.06	3.78
Repairs of roadway and track	8,840,562.63	14.10
Repairs of bridges and culverts	1,871,623.15	3.00
Repairs of buildings	1,277,873.95	2.12
Repairs of fences	441,611.29	.73
Renewal of rails	753,368.83	1.21
Renewal of ties	788,362.82	1.26
Repairs of locomotives	4,046,961.80	6.47
Repairs of passenger and baggage cars	1,175,407.92	1.88
Repairs of freight cars	4,624,885.29	7.38
Passenger train supplies	251,879.01	.41
Freight train supplies	389,727.05	.63
Station supplies	589,700.99	.94
Fuel for locomotives	6,902,816.42	11.01
Oil, tallow, and waste	708,511.16	1.13
Water supply	422,552.55	.68
Locomotive service, salaries, and wages	6,705,627.98	10.70
Passenger train service, salaries, and wages	1,435,184.95	2.29
Freight train service	2,726,069.42	4.35
Agents and station service, salaries and wages	6,880,532.99	10.98
Telegraph expenses	1,042,815.77	1.68
Passenger car hire paid over amount received	181,991.11	.30
Freight car hire paid over amount received	446,184.13	.73
Loss and damage to freight and baggage	280,957 99	.45
Loss and damage to property and cattle, including losses by fire	228,475,54	.37
Injury to persons	518,690,55	.83

Operating expenses compared with earnings.

RAILROADS.	Earnings per train mile.	Operating expenses per train mile.	Difference.	Percentage of expenses to earnings.	Per centage of net earnings to capital stock and debt.	Per centage of net earnings to cost of road and equipment.
Burlington, Cedar Rapids & Northern	1.127	.794	.333	68.97	2.25	2.52
Central Iowa	1.291	.870	.421	64.66	2.94	2.63
Chicago, Burlington & Quincy	1.560	.960	.600	61.77	.....	.....
Chicago, Burlington & Kansas City	....	....	....	102.06	.....	.....
Kansas City, St. Jo & Council Bluffs	1.700	1.040	.660	58.90	.36	.34
St. Louis, Keokuk & Northwestern	....	....	....	95.77	.....	.....
Chicago, Milwaukee & St. Paul	1.590	.960	.630	61.00	6.72	6.54
Chicago & Northwestern	1.611	.960	.651	59.00	7.15	7.24
Chicago, Rock Island & Pacific	1.550	.940	.610	57.27	6.40	6.50
Chicago, St. Paul, Minneapolis & Omaha	1.609	1.134	.475	70.45	1.59	1.63
Crooked Creek	....	....	....	168.22	.....	.....
Des Moines & Ft. Dodge	1.390	1.040	.350	70.00	1.23	1.20
Dubuque & Dakota	....	....	....	70.31	.....	.....
Humeston & Shenandoah	.930	.750	.180	80.88	.41	1.88
Illinois Central	1.410	.810	.600	57.00	.....	.....
Minneapolis & St. Louis	1.207	.970	.237	80.00	.....	.....
Ottumwa & Kirkville	2.530	1.245	1.285	44.00	3.00	9.00
Sioux City & Pacific	1.962	1.571	.391	77.97	2.94	4.28
Wabash, St. Louis & Pacific	1.198	.830	.268	69.61	4.00	4.50
NARROW GAUGE ROADS.						
Burlington & Northwestern	.867	.746	.121	79.96	.....	.....
Burlington & Western	.346	.365	.019	105.50	.....	.....
St Louis, Des Moines & Northern	....	....	....	147.00	.....	.....
Cedar Rapids & Marion Street Railway	....	....	....	105.62	.....	.....

OPERATING EXPENSES AND EARNINGS

The gross earnings for the year ending June 30, 1882, were.....$32,023,966.03
Operating expenses for the year ending June 30, 1882, were.... 20,512,393.05

Leaving the net earnings for the year.....$11,511,572.98

The net earnings for the year 1882, for the 6,337 miles then reported, were $1,816.57 per mile of road.

The gross earnings for the year ending June 30, 1883, were.....$34,433,354.77
The operating expenses for the year ending June 30, 1883, were 22,827,450.50

Leaving the net earnings.....$11,605,904.27

The net earnings for the seven thousand fourteen 95-100 miles reported were $1,654.45 per mile of road. The operating expenses for the year increased over former year $2,315,057.45; the earnings in-

creased $2,409,388.74, or for the six hundred seventy-seven 95-100 miles added since former reports, the net earnings were $94,331.29. This, however, is no criterion for the value of the property or its earning capacity, as the last two years have been peculiarly unfavorable in the State of Iowa; the showing made does not disappoint us. The earnings in Iowa of the Chicago, Burlington & Kansas City have fallen off for the year $11,227.07; the Chicago, Rock Island & Pacific $827,774.55; Crooked Creek, $2,621.72; the Des Moines & Fort Dodge, $102,841.07; the Dubuque & Dakota, $10,256.70; the Illinois Central, $16,479.15; the Burlington & Northwestern, $20,049.52. None of the other roads have made increase in proportion to their additional mileage.

PER CENTAGE OF OPERATING EXPENSES TO EARNINGS.

The roads showing the lowest per centage of operating expenses to earnings are the Ottumwa & Kirkville, 44; the Illinois Central, 57; the Chicago, Rock Island & Pacific, 57.27; the Chicago & Northwestern., 59; the Chicago, Milwaukee & St. Paul, 61; the Chicago, Burlington & Quincy, 61.77.

The highest per centage of net earnings to capital stock and debt was the Chicago & Northwestern, 7.15; the Chicago, Milwaukee & St. Paul, 6.72; the Chicago, Rock Island & Pacific, 6.40.

Twelve roads report an excess, after deducting operating expenses, interest and rental. This excess amounts to $5,963,350.27, which would give net earnings for every mile of road in the State, of $794.75, or about sixty-four per cent of what was earned last year. The cost of operating the Chicago, Burlington & Kansas City was $5,044.16 more than its entire earnings; of the Crooked Creek, $5,596.70; of the St. Louis, Des Moines & Northern, $24,869.63; of the Cedar Rapids & Marion Street Railway, $1,057.46.

PROPERTY ACCOUNTS.

The property accounts of the roads have been increased during the year $38,168,299.50.

CLASSIFICATION OF ACCOUNTS.	Amount.
Grading	$ 649,924.56
Bridging and masonry	1,465,850.14
Superstructure, including rails	3,067,482.49
Land, land damages, and fences	622,576.21
Passenger, freight and water stations, and coal sheds	887,444.97
Engine houses, car sheds, and turn tables	698,570.86
Machine shops, including machinery and tools	261,688.44
Engineering, agencies, salaries and construction expenses	213,906.28
Other items unaccounted for	3,472,980.73
Purchase of other roads	22,158,001.59
Total	$ 33,498,426.27
Equipment.	
Locomotives	1,593,544.25
Passenger, baggage, and express cars	456,060.68
Freight and other cars	1,809,250 96
Other items unaccounted for	900,695.00
Total	$ 38,257,977.91
Deduct credits to equipment account	89,678.41
Total net addition to property accounts	$ 38,168,299.50

This amount, $38,168,299.50, includes the additions in other states as well as Iowa. We estimate of this amount as properly belonging to the roads in Iowa an increase of property of $17,811,305.50, or for the 677.52 additional miles of road reported $26,288.86 per mile.

TAXES.

The total amount of taxes paid by the railroads in the State is $830,655.67, which is 7 16-100 per cent of the net earnings. The taxes paid in 1878 were $594,912.65; in 1879 were $584,169.79; in 1880 were $591,843.08; in 1881 were $628,611.51; in 1882 were $707,660.31. The largest amount paid was by the Chicago, Rock Island & Pacific, $179,263.68; the Chicago, Burlington & Quincy, $166,509.25; the Chicago & Northwestern, $145,313.01; the Chicago, Milwaukee & St. Paul, $83,872.41; the Illinois Central, $66,700.00.

TOTAL TRACK IN STATE.

The total miles of road reported in operation June 30, 1883, was 7,014.95 miles.

Poor's Manual gives the number of miles of road for the year ending December 31, 1882, as Illinois, 8,572; New York, 7,037; Iowa, 6,968; Ohio, 6,931; Pennsylvania, 6,857; Texas, 6,007.

ROADS OWNED AND LEASED.

Of the entire mileage of the State 5,875.99 miles are owned by the companies operating them; 1,138.96 are leased. Of this amount the Chicago & Northwestern leases 531.20; the Chicago, Rock Island & Pacific, 162.20; the Illinois Central, 402.16; the Wabash, St. Louis & Pacific, 43.40.

SIDINGS.

The total number of miles of side track reported is 877.16, or about 12 6-10 per cent of the mileage. This is an increase over former years, but still the proportion seems small for the traffic of the roads.

DOUBLE TRACK.

The total amount of double track reported is 47.06. Of this the Chicago, Burlington & Quincy owns 43.06; the Chicago, Rock Island & Pacific, four miles.

STEEL AND IRON RAILS IN IOWA.

RAILROADS.	Miles of steel rails.	Miles of iron rails.	Total miles.
Burlington, Cedar Rapids & Northern	416.26	271.63	687.89
Central Iowa	123.05	287.47	410.52
Chicago, Burlington & Quincy	417.94	355.82	773.76
Chicago, Burlington & Kansas City	34.18	43.47	77.65
Kansas City, St. Jo. & Council Bluffs	42.00	16.35	58.35
St. Louis, Keokuk & Northwestern	2.85	49.97	52.82
Chicago, Iowa & Dakota	6.00	.....	6.00
Chicago, Milwaukee & St. Paul	559.80	759.86	1,319.66
Chicago & Northwestern	880.78	153.88	1,034.66
Chicago, Rock Island & Pacific	627.60	294.00	921.60
Chicago, St. Paul, Minneapolis & Omaha	59.42	17.44	76.86
Crooked Creek	.50	8.00	8.50
Des Moines & Fort Dodge	85.30	52.53	137.83
Dubuque & Dakota	31.16	32.04	63.20
Humeston & Shenandoah	.....	112.53	112.53
Illinois Central	100.94	301.22	402.16
Minneapolis & St. Louis	.....	141.00	141.00
Ottumwa & Kirkville	.....	5.00	5.00
Prairie du Chien & McGregor	.25	.....	.25
Sioux City & Pacific	.....	80.47	80.47
Wabash, St. Louis & Pacific	120.90	263.00	383.90
Wisconsin, Iowa & Nebraska	52.00	.....	52.00
NARROW GAUGE ROADS.			
Burlington & Northwestern	.....	38.77	38.77
Burlington & Western	.....	47.20	47.20
Des Moines, Osceola & Southern	.....	85.00	85.00
Ft. Madison & Northwestern	.....	41.00	41.00
St. Louis, Des Moines & Northern	.....	35.43	35.43
Cedar Rapids & Marion Street Railway	.....	8.00	8.00
Total	3,560.93	3,501.08	7,062.01

Fifty per cent of the entire roads in the State, exclusive of sidings, is steel rail. On most of the lines where the traffic is heavy the steel has supplied the place of iron. In the report for 1878, twenty-two per cent of the rails was steel.

ROAD BED AND TRACK.

The total number of track sections reported is 1,169. These vary in length from five to nine miles, averaging about six miles. On each of these sections the reports show from three to seven men employed, averaging about five. New ties reported, 1,458,885. Oak ties last about eight years; the softer woods used, about six years. There were 6,716 tons of new iron laid and 23,367 tons of new steel

during the year. The life of iron rails is reported from four to twelve years, varying with the traffic. The steel rails have not been in use long enough to determine their average duration.

FENCING.

The number of miles of fence reported is 4,936, and the average price paid per rod one dollar. The wire fences cost less than those formerly in use. The Board believes it to be economy to fence the roads, and that safety to trains requires it. Many differences between the corporations and the land owners might be avoided if the roads were fenced.

TELEGRAPH LINES.

Most of the lines are owned by the Western Union Company. The railroads report in their offices 887 telegraph stations, and 1,868 miles of wire as belonging to them and operated exclusively for their business. They report 8,153 miles owned by the Western Union.

TRAIN MILEAGE.

The total number of miles run by passenger trains was	22,238,989
The total number of miles run by freight trains was	44,069,309
The total number of miles run by switching trains was	16,726,185
The total number of miles run by construction and other trains was	5,463,989
Total	88,498,472
The total number of passengers carried was	23,230,798
The total number of passengers carried one mile was	918,227,111
The total number of tons freight carried	32,251,876
The total number of tons freight carried one mile	5,420,260,374

The average distance traveled by each passenger was, taking the main lines, 34.90 miles; the average amount paid by each passenger was ninety-one cents. The rates are the maximum fixed by statute, although on most of the lines mileage tickets are sold at a reduced price, but, as we understand, each road determines for itself the amount of the reduction. The average rate paid by passengers on all roads reporting, was two and sixty-seven hundredths cents per mile.

The speed of passenger trains varies from twenty to twenty-six miles per hour; that of freight trains from ten to sixteen.

FREIGHT CAR MILEAGE.

As far as reported, and the Commissioners regret that they are unable to have this complete:

The number of miles run by loaded freight cars east and south.	211,376,291
The number of miles run by loaded freight cars west and north.	262,756,080
The number of miles run by empty freight cars east and south.	111,964,169
The number of miles run by empty freight cars west and north.	63,928,629
Total freight car mileage	650,025,179

It seems singular that the mileage of loaded cars going west should so largely exceed those going east. Under what we would regard as the normal condition, the excess should be largely in favor of eastern mileage of loaded cars.

FREIGHT CHARGES.

The following table shows the amount of freight charges per ton per mile of the railroads doing business in Iowa for the past six years.

Rate per ton per mile in cents and decimals of a cent.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	1883.
Burlington, Cedar Rapids & Northern	2.34	2.14	2.20	1.98	1.83	1.22
Central Iowa	2.29	2.05	2.15	2.14	1.69	1.38
Chicago, Burlington & Quincy	1.24	.96	.91	1.05	1.06	1.00
Kansas City, St. Jo & Council Bluffs	2.32	1.93	1.70	1.79	1.75	1.87
Chicago, Milwaukee & St. Paul	1.92	1.71	1.72	1.77	1.60	1.43
Chicago & Northwestern	1.70	1.53	1.46	1.47	1.47	1.42
Chicago, Rock Island & Pacific	1.57	1.43	1.21	1.22	1.24	1.18
Chicago, St, Paul, Minneapolis & Omaha	1.83	1.72	.....	1.17	1.40	1.26
Crooked Creek	8.75	9.00	13.00	9.00	9.00	9.75
Des Moines & Fort Dodge	4.76	3.40	4.58	4.36	3.08	2.36
Humeston & Shenandoah	.....	.....	.....	.....	.....	1.14
Illinois Central	1.99	1.76	1.58	1.60	1.68	1.60
Minneapolis & St. Louis	.....	.....	1.76	1.70	.71	1.00
Ottumwa & Kirkville	.....	.....	.....	.....	.....	2.00
Sioux City & Pacific	2.44	2.45	1.83	2.25	1.96	2.28
Wabash, St. Louis & Pacific	1.37	1.20	.79	.89	.96	.95
Burlington & Northwestern	5.90	6.24	5.05	4.26	4.24	4.64

The average rate of all the roads reporting is one cent and twenty-four hundredths per ton per mile.

It will be observed that the rates upon the Central Iowa, Crooked Creek, Des Moines & Fort Dodge, Sioux City & Pacific and Burlington & Northwestern roads are much higher than those of the trunk

lines. This difference is due in part to the light traffic, but mainly to the rebate on through freight given these roads for the freight gathered up and delivered in large quantities to the trunk lines.

The general policy adopted by the roads seems to be as nearly as practicable to equalize the rates on branch lines with points on main lines.

PERCENTAGE OF FREIGHT THAT IS LOCAL.

The Board has made considerable effort, without much success, to ascertain the percentage of freight between stations in Iowa as compared with the total freight in Iowa.

They are satisfied it does not exceed twenty-one per cent, or in other words, seventy-nine per cent of the freight of the Iowa roads is inter-State in its character, and a large percentage of the local freight is coal.

It is probable, when in the future manufacturing increases in the State, that this percentage may be increased, although we do not anticipate a very large increase over the present rate, soon.

EQUIPMENT.

The total number of locomotives is 3,104, weight running from twenty-eight to fifty-five tons. The total number of cars is 98,106; of these 1,244 are passenger cars, 713 baggage, mail and express cars, 118 parlor, sleeping and dining cars, 57,771 box freight cars, 12,074 stock cars, 16,599 platform and coal cars, and 7,587 other cars.

STATIONS.

The total number of stations reported in Iowa is 1,130; of these 887 have telegraph offices in them.

EMPLOYES.

The total number of persons employed regularly in operating the roads of the State is 27,112. The amount paid them for their services is $13,164,288.07, or $1,558,383.80 more than the earnings of the roads above operating expenses and taxes; or in other words, the entire capital stock and debt realize this much less from the property than the labor alone in operating it. This might be a subject well worth the attention of the economist.

TRUSS BRIDGES.

The number of wooden truss bridges is 449; the total length is 45,648 feet. Of combination truss bridges, 172; the length, 33,441 feet. Of iron truss bridges, 111; length, 14,192 feet.

WOODEN TRESTLE AND PILE.

The total number of wooden trestle and pile bridges is 8,650, their length 751,672 feet; their combined length is more than 142 miles.

ARCH AND OTHER CULVERTS.

There are twenty-five stone arch culverts with twenty feet openings, or more; 320 with less; 751 stone box culverts, and 4,446 wooden box culverts.

BRIDGES BUILT WITHIN THE YEAR.

There were built within the year 17,795 lineal feet of bridges, including those rebuilt.

CATTLE GUARDS.

The number reported is 10,400.

RAILROAD CROSSINGS.

The number of railroad crossings reported at grade is 170; over or under another road, 35. These crossings are reported by each company, and are double the actual number.

HIGHWAY CROSSINGS.

The number of highway crossings reported at grade is 5,344, over track 71, under track 111; at which there are flagmen 55, bridges 18 feet above track 67, less than 18 feet, 4.

ACCIDENTS TO PERSONS.

During the year one hundred and fifty-one persons were killed. Of these four were passengers, eighty-two employes and sixty-five others in no way connected with the road in its operations or movements. By derailment, seven; by collisions, five; caught in frogs, three; coupling cars, sixteen; getting on and off trains while in motion, ten; falling from trains, thirty-three; at highway crossings, four; from miscellane-

ous causes, thirty-one; stealing rides, eight; while intoxicated, five; walking on track, thirty-four; suicide, one.

There were three hundred and thirty persons injured during the year. Of these twenty-five were passengers, two hundred and fifty-five employes, and fifty others. Of these: by derailments, thirty-two; by collisions, ten; caught in frogs, three; coupling cars, ninety-eight; falling from trains, forty-two; getting on and off trains while in motion, thirty-seven; at highway crossings, eight; from miscellaneous causes, sixty-nine; from overhead obstructions, seven; stealing rides, seven; trespassing on track, seventeen.

The number killed is fourteen less than last year, and injured three hundred and five less. This record is very satisfactory by comparison, but it does seem that some method should be devised to lessen still more these casualties. From derailment, by which seven persons were killed and thirty-two injured, we can suggest no remedy except vigilance in keeping track in perfect condition and care in the examination of cars while in transit. From collisions, five persons were killed and ten injured. While the roads of the State are single tracks, it is probable that with all the care that can be exercised these will sometimes happen. As the tonnage of the lines in Iowa may not reasonably be expected to increase very soon, for causes that we shall treat of elsewhere, and the capacity of the single track has not been reached, this amount of double track will not be materially increased at present. There is one item, "caught in the frogs," by which three persons were killed and three injured, that we believe in future should never appear in these reports. There are several appliances either of which would seem to make this species of accident impossible, and we regard the officers of any railway company who neglect to provide against the repetition of this as culpable. The next item, "coupling cars," by which sixteen persons were killed and ninety-eight injured is the most serious of the whole list; various devices have been patented to remedy this evil, and probably there is merit in some of them. At all events, the subject demands the serious attention of the railway manager. One cause of the trouble which we think might be remedied is in the deadwoods. It is, as we understand, the custom of the western roads to use what is termed a single deadwood. This timber is intended to take the shock of the cars, when coupling, after the elasticity of the coupler is exhausted, to keep cars apart. Some of the eastern roads use the double deadwood

which does not match the single ones, and in case two cars fail to couple, they are forced together and the man between either killed or injured. We do not pretend to know which method is the best, and as foreign cars are in use all over the country, it does seem to us that some agreement should be arrived at between the roads that would make the future construction uniform. This much certainly can be remedied, if no more, and we are fully of the opinion that some method of coupling cars should be adopted that will enable them to be coupled without going between them. If this can be done, we are inclined to believe that it would justify a large expenditure and relieve the the roads from a grave responsibility. We are not enlisted in any patent, and only press this subject because we believe that it has not hitherto received the attention it should.

FALLING FROM TRAINS.

Falling from trains seems to be a serious cause of accident, thirty-three persons were killed and forty-two injured from this cause. There seems to be no remedy for this, and it is probably one of the necessities of the service.

GETTING ON AND OFF TRAINS.

Ten persons were killed and thirty-seven injured getting on and off trains. There is nothing, as we understand, requiring either passengers or employes to get on and off trains while in motion, and this species of accident is simply chargeable to carelessness, for which the individual alone is responsible.

STEALING RIDES.

There were eight persons killed and seven injured stealing rides. If a man chooses to expose his life in riding on the trucks of a car or in other dangerous places for the sake of defrauding the roads of their hire, he assumes the responsibility and it becomes a matter purely of his own seeking.

WALKING ON THE TRACK.

We have referred to this subject in all our former reports, and feel that we should be derelict in duty if we failed, when opportunity offered, of calling attention to a practice that has been for years a fruitful source of injury and death.

During the past year thirty-four persons were killed and seventeen injured while walking on track, and for the six years that the reports of this Commission cover there were one hundred and sixty-three killed, and one hundred and eleven injured. While it is probable that few persons appreciate the risk in trespassing on the track of a railway, and are ignorant of the danger they voluntarily incur, it does seem that the convenience is no compensation for the risk. The only way to lessen this useless waste of life is by legislation, and until the relation of the trespasser is established by statute the ordinary footman will feel that he has joint rights on the track with the trains, and will some day be sacrificed, as thousands before him have been, to a neglect of what we regard a plain duty of the law-maker. The proper legislation should be passed, and it should be the duty of the railways to keep it properly posted. We have dwelt upon this subject more fully in former reports, and in the present, from the fact that we believe the gravity of the situation is not appreciated, and we have never known a discussion to be up to its requirements.

Tonnage classified.

ARTICLES CARRIED.	Tons.	Per cent.
Grain	1,984,955	21.76
Flour	211,701	2.22
Provisions	120,106	1.32
Animals	909,351	9.97
Other agricultural products	164,342	1.81
Lumber and forest products	1,304,622	14.31
Coal	2,018,199	22.13
Lime, cement, etc	94,925	1.05
Salt	72,018	.80
Oil, petroleum, etc	30,184	.34
Iron and castings	212,652	2.34
Stone and brick	276,543	3.04
Manufactures	137,225	1.53
Merchandise and other articles not enumerated	1,585,297	17.38
Total	9,122,120	100.00

Add to this amount tonnage estimated for the Burlington, Cedar Rapids & Northern, evidently reported erroneously, the Chicago, Burlington & Kansas City, the Kansas City, St. Jo & Council Bluffs, the St. Louis, Keokuk & Northwestern, the Chicago, St. Paul, Minneapolis & Omaha, the Minneapolis & St. Louis, the Wabash, St.

Louis & Pacific, and the Ft. Madison & Northwestern, whose officers were unable to furnish statistics of their business, 2,342,000, and we have a total tonnage for the State of 11,464,120. Deducting from this the freight twice reported, delivered from north and south lines to the eastern lines, estimated by the commissioners as 772,444, and we have the Iowa tonnage as 10,691,676. This estimate is not accurate, but the best that could be made with the data furnished.

Poor, in his manual for 1882, in discussing the tonnage of the United States, gives the following classification as that adopted upon the Erie canal, which the railroads of the State of New York were required to follow in their schedules. Following the canal valuation, he estimates the value of the products of the forest at $20 per ton, the products of animals at $150 per ton, vegetable food at $40 per ton, other agricultural products at $40 per ton, manufactures at $25 per ton, merchandise at $250 per ton, and other articles at $20 per ton. Applying this rule to the tonnage of Iowa, we have a total value for the tonnage transported by the railroads in Iowa $624,049,159.00. We have given this estimate, which is as near correct as we have the means of making it, to give some idea of the immense value in dollars of the tonnage of our railroads. Few persons realize that the commerce passing over the roads yearly has a value nearly three times that of all the roads and their equipment.

Tonnage crossing the Mississippi river for the year ending June 30, 1883.

LOCATION OF BRIDGE.	Tons west-bound.	Tons east-bound.	Total tons.
McGregor	164,682	134,120	298,802
Dubuque	142,436	177,306	319,742
Sabula	310,947	257,698	568,645
Clinton	503,925	567,164	1,071,089
Davenport	736,211	779,673	1,515,884
Burlington	796,569	1,198,438	1,995,007
Keokuk	96,834	87,813	184,647
Total	2,751,604	3,202,212	5,953,816

Tonnage crossing the Missouri river for the year ending June 30, 1883.

LOCATION OF BRIDGE OR CROSSING.	Tons west-bound.	Tons east-bound.	Total tons.
Sioux City	173,505	217,741	391,246
Blair	85,787	89,615	175,402
*Council Bluffs	581,093	295,546	876,639
East Plattsmouth	387,677	493,231	880,908
Total	1,228,062	1,096,133	2,324,195

*For year ending December 31, 1882.

The tonnage of the Mississippi river bridges as reported amounts to.5,953,816
Tonnage of roads not crossing Mississippi river going east (estimated).....1,324.732
Tonnage originating in Iowa going west (estimated).....1,186,544

Total.....8,465,092

Leaving the tonnage originating at points in Iowa destined to points in Iowa, 2,226,584 tons. This is twenty-one per cent of the entire freight handled by the Iowa roads. We have taken some pains to reach this result and we think, with a reasonable degree of accuracy. We wished to show what per centage of the business would be affected by any legislation that, under the rulings of our Supreme Court, could be passed by the State, unless the Mississippi river towns could get such legislation as would divert a large percentage of the traffic down the river.

The amount of tonnage that can be carried over the roads in Iowa, exclusive of the weight of cars, by an engine of given weight.

RAILROADS.	Weight of engine in tons.	Net freight carried.	Net freight per ton weight of locomotives.
Burlington, Cedar Rapids & Northern	36	250	7.00
Central Iowa	50	315	6.30
Chicago, Burlington & Quincy. Eastern Division	51	330	6.47
Chicago, Burlington & Quincy. Middle Division	51	275	5.39
Chicago, Burlington & Quincy. Western Division	51	260	5.10
Kansas City, St. Jo & Council Bluffs	47	450	9.58
St. Louis, Keokuk & Northwestern	50	450	9.00
Chicago & Northwestern	39	275	7.05
Chicago, Rock Island & Pacific	36	240	6.67
Crooked Creek	20	50	2.50
Des Moines & Fort Dodge	32	230	7.06
Dubuque & Dakota	28	160	5.71
Humeston & Shenandoah	38	240	6.32
Illinois Central	30	140	4.66
Ottumwa & Kirkville	45	600	13.33
Sioux City & Pacific	32	255	8.00
NARROW GAUGE ROADS.			
Burlington & Northwestern	20	160	8.00
St. Louis, Des Moines & Northern	18	112	6.11

The tonnage hauled by a locomotive over these grades averages pretty low. We presume, however, that the maximum gradients are here returned, and that the general efficiency of the lines is greater than here made.

LAND GRANTS.

The Chicago, Burlington & Quincy Railroad received from Congressional grant 358,424 acres. They have sold 336,016.88, at an average of $12.12 per acre; they received from cash sales $153,931.73; there is unpaid on outstanding contracts $2,741,841.04. The gross amount received from sales, contracts, etc., up to June 30, 1883, was $4,403,925.46. The amount expended in the sale and management of the lands was $527,631.09; amount of taxes paid, $251,149.87. The amount realized from the sales, above expenses incurred in the management and sale of the land and taxes, is $3,625,144.50.

The Chicago, Milwaukee & St. Paul road received from Congressional grants 328,799.89 acres; number of acres to accrue is about 10,000. This, however, does not include 180,000 acres involved in

suits with the Sioux City & St. Paul Railroad Company. The number of acres sold is 281,136.87; the average price is $4.32 per acre; the amount received from sales is $1,313,415.15; the amount unpaid on contracts is $403,428.36; the gross amount received from sales to June 30, 1883, including outstanding contracts and obligations, was $1,427,140.51; the amount expended in the management of the lands was $88,647.88; the amount of taxes paid on the lands was $25,555.18. The amount realized from the sales of land above the expenses of management, taxes, and a rebate of $195,574.56, allowed for breaking, is $1,142,-918.07.

The Chicago, Rock Island & Pacific road received from Congressional grant 550,193.51 acres. They have sold 519,068.54 acres, at an average of $8.50 per acre. They have received from sales $3,170,-418.00. The amount unpaid on contracts was $1,335,175.00; the gross amount received from sales to June 30, 1883, including contracts and obligations, was $3,938,539.29; the amount expended in the sale and management of the lands was $238,225.30; the amount paid in taxes on the lands was $584,709.90; the amount realized from the sales, above expenses incurred in the management of the lands and the taxes, is $3,115,604.09.

The Des Moines & Fort Dodge road received from Congressional grant 43,882.85 acres. They have sold 30,346 acres, at an average price of $6.00 per acre. They have received cash from the sales, $9,277.09; the unpaid amount on contracts is $91,659.08; the gross amount received from sales, contracts, etc., to June 30, 1883, is $44,393.73; the amount expended in the sale and management of the lands is $868.68; the taxes paid is $4,325.31; the amount realized from the sales, contracts, etc., above the expenses incurred in the sale and management of the lands and taxes, is $39,200.74.

The Iowa Falls & Sioux City road received from Congressional grant 640,256.11 acres. They have sold 616,973.77 acres, at an average of $6.79 per acre; the amount received is $3,234,075.32; the amount unpaid on contracts is $754,646.28; the gross amount received from sales, contracts, etc., to June 30, 1883, is $3,675,100.35; the amount expended in the sale and management of the lands is $305,474.00; the amount paid in taxes on the lands is $624,416.88; the amount realized from the sales of lands above the expenses of the management and taxes is $2,304,184.44.

The net amount realized from Congressional grants by the railroad companies is:

Chicago, Burlington & Quincy	$ 3,625,144.50
Chicago, Milwaukee & St. Paul	1,142,918.07
Chicago, Rock Island & Pacific	3,115,604.09
Des Moines & Fort Dodge	39,200.00
Iowa Falls & Sioux City	2,304,184.44
Cedar Rapids & Missouri River (956,597.40 acres)	63,961.00
Sioux City & Pacific	200,000.00
Sioux City & St. Paul (report of 1878)	786,919.43
Dubuque & Sioux City (report of 1878)	166,547.41
Total	$ 11,444,478.94

The Commissioners have been unable to get recent reports from the Dubuque & Sioux City and the Sioux City & St. Paul companies. They would be glad to be able to state in their next report exactly how much had been realized by the railroad companies from the grants made by Congress. The net amount realized is represented to us as $11,444,478.94. The general impression has been that these grants had done more toward constructing the roads than they have; but the expenses and taxes have materially diminished the net proceeds. The most of the grants were made as early as 1856, and there is yet land not disposed of with all the roads.

THE AUTHORITY OF A CORPORATION TO ISSUE STOCK FOR THE PURCHASE OF THE PROPERTY OF OTHER CORPORATIONS, AND TO MAKE STOCK DIVIDENDS TO EQUALIZE VALUES.

A decision has been recently made by the Court of Appeals of the State of New York, in a case where Rufus Hatch and others brought suit against the Western Union Telegraph Company and the officers and directors of that corporation, which has attracted general attention, and in many quarters given rise to the feeling that there is no safety to the stockholder in railway and telegraph properties without additional safeguards being thrown around them by legislative enactment.

The case briefly stated is this: Prior to January 19, 1881, the Western Union Telegraph Company had a capital stock of $41,073,410.00, divided into shares of one hundred dollars each. The Atlantic and Pacific Telegraph Company had a capital of $14,000,000.00 outstanding. The American Union Telegraph Company had a cap-

ital of $10,000,000.00. The lines of these companies were mainly parallel, although there were some points reached by some of the companies not reached by the others. About January 15, 1881, a conference was held by the directors of these corporations for the purpose of agreeing upon a basis for the consolidation of their properties. The result of the conference was: that the Western Union Telegraph Company agreed to issue $38,926,590.00 in additional shares of its capital stock; of this amount, $15,526,590.00 was to be distributed among those persons then holding its shares; this amount, it was claimed, represented the earnings since July 1, 1866, expended in betterments, in building additional lines, and the purchase of wires and other property, it being an excess over the regular dividends paid on the stock. The $23,400,000 was to be exchanged for the shares of the Atlantic and Pacific, and the American Union Telegraph companies. As a result of this conference the proposition agreed upon was submitted to a vote of the stockholders, called for that purpose, on February 5, 1881; $30,819,900.00 of the stock represented at the meeting voted in favor of the stock dividend and to ratify the agreement for the purchase and the consolidation with the other lines, $60,000.00 voted against; more than three-fourths of the entire stock voted for the proposition, which would increase the stock to $80,000,000.00. In February, 1881, the suit was brought against the Western Union Telegraph Company and all the directors. In the complaint it was alleged that there was a fraudulent combination among the directors, and that in pursuance of a conspiracy the meeting of stockholders was called; that the value of the property of the Atlantic and Pacific and American Union Telegraph companies did not exceed $8,000,000.00, and their purchase at the price named, $23,400,000.00, was a fraud upon the rights of the individual stockholders of the Western Union Telegraph Company; that this company did not have surplus property enough, over and above its capital, to represent the stock dividend of more than $15,000,000.00; that the dividend was a violation of the law, and the incorporation of the stock of the other companies, which were of little value, at par was a breach of trust on the part of the directors, that rendered them personally liable for the payment into the treasury of the company of the full face value of all the capital stock divided and exchanged.

In the argument of the case it seems to have been admitted that when the property of a corporation exceeds its capital stock and in-

debtedness, that the excess or surplus belongs to the corporation, is a portion of its property, but in a strictly legal sense is not a part of its capital; this surplus may be cash and the cash may be divided; it may be property and the property may be divided; if such dividend tends to diminish or deplete the value of the property it is unlawful. A dividend of the earned surplus in shares of the stock of the company does not interfere with the property of the corporation, or its efficiency; the property remains in the same position as before; the stockholder has a certificate of the value of the surplus earned, instead of his certificate of stock showing the capital and in addition to it the surplus. A stock dividend may be made at any time when it represents property earned. The court states the proposition broadly: "That so long as every dollar of stock issued by the cor-"poration represented a dollar of property no harm can result to in-"dividuals or the public from distributing stock to the stockholders. "* * * * We know of no principle of law, no public "policy, no statute that condemns a stock dividend under such cir-"cumstances; the company had made surplus earnings which it could "have divided, but instead of dividing had invested them in prop-"erty to facilitate and enlarge its business, and such property was "found to be worth $15,526,570.00." This sum, while being mixed up and used in common with the other property of the corporation, was not beyond the reach of the dividend-making powers of the directors. We have brought out the main points of this case as one of unusual interest. It would seem from the decision that nothing was sustained before the trial court to make the directors liable for their official action, as every act seemed to have been held to be within the scope of their powers. As is shown by this report, a large portion of the track of the railways in Iowa is owned by corporations whose lines run through other States and territories, and whose action cannot be reached by any legislative act of ours. It is, we think, generally conceded that our interests, as well as the interests of the people of the other States, are better served by this aggregated capital and a management having the interests under its control in common, than it would be were the lines divided into small and independent corporations in the different States, without any unity of interests. We are not disposed to take issue with the proposition that the railway or telegraph company having earned a surplus has the power to divide it among the stockholders in such manner as may

seem right, yet we believe that there should be some check or control; that there should be some legislative, judicial, or other action required to ascertain whether this property to be converted into stock has actually been earned. It is true that the public, if their business is done at fair prices, has but little interest in the capital of these corporations; but it is also true that the business is expected to pay a reasonable interest on the capital and debt of the roads, and they are interested thus far, that this should not be inflated by the manufacture of fictitious capital. We have called attention to this subject, and given the holdings of the appellate court of the State of New York in a case presented where a corporation by the action of its directors, confirmed by a vote of its stockholders, increased its capital from forty to eighty millions of dollars. This, the court says, is legitimate, and fully within the power of the corporation to do. May not this subject be food for reflection to the law-making power, whether there should not be some check, other than the uncontrolled will of the director and stockholder, to regulate these expansions of capital. In treating this subject in a former report we said "our object has been to call attention to this subject, believing it to be unwise to leave the managers of these large properties the unrestricted right to swell their capital whenever inclination prompts."

HAVE NOT THE LINES OF IOWA IN THE CULTIVATED PARTS OF THE STATE REACHED THEIR MAXIMUM OF TONNAGE.

Ever since the incipiency of the railroad system in the State we have looked forward to the extension of lines, and the building of new roads as marked evidences of prosperity, and pointed with pride to the development of our resources which seemed to be coeval with our railway mileage. In the early settlement of the country the first effort seems to be to get returns from the land cultivated as soon as possible, and this has usually been done by raising grain. The newly built roads usually found awaiting their extensions large quantities of grain for immediate shipment, and the not unnatural conclusion has usually been reached that this state of things is bound to continue and greatly increase with the more complete settlement and cultivation of the soil. We think this conclusion is incorrect. It is probable that, without some marked climatic changes, the cultivation of wheat, except in the northern part of the State, may be expected to diminish rather than increase as the State grows older; hence, as

an article for shipment it cannot be relied upon to maintain its former status. Corn is our staple, our soil and climate seem to be specially adapted for its successful production, but its shipment in largely increased quantities can hardly be depended upon as the freight is too large a per cent of its value. The Iowa farmer has learned that it is more profitable to ship it in the more condensed form of cattle and hogs. Our State for grazing seems to have no superior, and the products of the dairy in the condensed forms of butter and cheese are offered for shipment in place of the bulky articles of former years. As the State increases in wealth and population the cruder forms of agriculture will give way to those that are more remunerative, and the articles paying the smallest percentage of freight to their value will be the ones mainly offered for shipment. When that point is reached it is probable that the tonnage of the roads per mile will increase very slowly. There are other reasons that strike us as working toward the same results. The territory along each of the main lines across the State has been occupied to a greater or less extent by rival lines during the last three or four years, and unless they receive additional amounts of freight from their connections and branch lines their freight traffic must diminish. It is true that passenger travel will increase with increased population and facilities, but smaller territory can hardly be expected to furnish increased tonnage unless it be in the form of coal or something that requires the minimum of rates. If the tonnage on the leading lines should be seriously diminished, we can hardly expect materially lower rates. A comparison of the present report with former ones will show that the earnings of the roads in the State, per mile, for the past year are less than in former years. While this in part may be due to failure of crops for two years in succession, it is also in a great measure due to the causes above indicated. While in some localities more railroad facilities are needed, it is possibly true that in general greatly increased mileage is not desirable. The nearer a railway is employed to its full capacity the cheaper it can carry, and if we are correct in our theory that the carrying capacity of the railways of the State is largely in excess of the ordinary and usual demands upon them, there may be a well grounded apprehension least further increase in mileage may not be an injury rather than a benefit.

The question has often been raised whether there should not be some tribunal to determine whether a new railroad was needed,

before permitting land to be taken from an unwilling owner under the powers of eminent domain. As it now is, any corporation organized under the general laws of the State, without responsibility, and without demonstrating any public necessity for its construction, is authorized to avail itself of the right of eminent domain. The assumption has been that no railroads would be built under the utmost freedom of incorporation unless they were needed, but it will be seen by looking over the tables in this report that there are a number of roads that pay no dividends. While perhaps the public has but little interest in the roads as an investment, it may not be unprofitable to inquire whether the time has not arrived when to say the least, the questionable authority of allowing townships to tax themselves five per cent on their valuation to aid in the construction of roads through them, should not be repealed. Has not the State railroads enough to leave the building of them in future to private enterprise and capital, without an enforced contribution from unwilling property holders? The necessity, if any ever existed, seems to us to have passed. While it is satisfactory to know that we have about seven thousand miles of railroad, and rank among the States whose mileage is the greatest, we cannot resist the conviction that the tonnage furnished by the products of the State does not for the present require the facilities to be increased with the rapidity they have been for the past four years. It would probably be well to await the future developments of traffic before adding largely to the present lines of road or making additional competitive lines. Extreme low rates are never permanent and reliable unless the volume of business is large, and building new roads is not the best way to reach them.

CONGRESSIONAL REGULATIONS.

This Board in one of its earlier reports stated "that the business interests of the country needed regular, moderate, and uniform rates," and when these could be relied upon, it always conformed to them; that competition that would furnish unreasonably low rates at one time, and demand unreasonably high rates at another, was always disastrous to the best interests of both shipper and carrier. As our railroads generally run into other States, and there seems to be no method of regulating or controlling the interstate commerce, there has been a great deal of discussion as to the propriety and feasibility of congressional interference. There is at times a feeling that the

through rates are too high, and again that they are too low; that Congress should interfere to protect the stockholder, guard the public against fluctuations, and should regulate railway transportation so as to prevent the extremes being reached. Whether the through commerce would be the gainer by the interference of Congress, is a serious question, and one that it is not safe to assume affirmatively without investigation. While Congress has the power under constitutional authority to "regulate commerce among the States," there certainly is an opportunity for argument whether this was intended to empower that body to fix the rates of common carriers. The Supreme Court of the United States has held that States may do this, and it is no unwarranted assumption to claim that the court would hold that Congress had the same power. To exercise it sagaciously is another matter. To exercise it unwisely might derange the entire export trade of the country, and destroy the agricultural and commercial prosperity of the central States in the interest of those nearer the seaboard. We are inclined to the opinion that a Commission, created somewhat after the form of the State Commissions, whose business it should be to investigate the whole subject of transportation by rail, might be of great service, and be the means of furnishing Congress information that could not be readily acquired elsewhere. In our judgment, until this is done, legislation that attempts to do more will probably affect injuriously our internal commerce.

We have always in our reports expressed the opinion that some action by Congress would relieve what seems to be an anamolous position. Last year the Supreme Court of Iowa, in the case of *John A. Carton & Co. v. The Illinois Central Railroad Company*, held, "that an act of the State legislature whose object and purpose is to control and regulate the shipment of freight to points in other States is in violation of Art. 1, Sec. 8, of the Constitution of the United States, as being legislation on interstate commerce, a subject which in its nature is national and requiring the exclusive legislation of Congress. The Supreme Court of Illinois, in the case of *Burley & Swannele v. The Wabash, St. Louis & Pacific Railway*, says that a statute similar to the above does not conflict with Art. 1, Sec. 8, of the Constitution of the United States. "The Wabash Company is engaged in state as well as interstate commerce, and the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction,

even though in so doing those without may be incidentally affected. Should Congress pass a law regulating the charges of railroads engaged in interstate commerce, it may be that Illinois would be confined to charges for the transportation of property wholly within the State, but no such law has been passed."

In the further elucidation of this subject we give the opinion of Judge McCrary of the Circuit Court of the United States, rendered in Des Moines, October 24, 1883, in the case of *Wm. Kaeiser v. The Illinois Central Railroad Company:*

By an act of the General Assembly of Iowa, approved 1874, a tariff of maximum charges was provided for the transportation of freight and passengers by railroad. The act, by its terms, applies to "all railroad corporations organized or doing business in this State, their trustees, receivers, or lessees." It provides that "all railroads in this State shall be classified according to the gross amount of their respective annual earnings within the State per mile for the preceding year," and for a separate tariff of rates for each class. It also provided that the tariff of rates so established should "be considered a basis on which to compute the compensation for transporting freight, goods, merchandise, or property over any line of railroad within this State."

This suit is brought to recover damages for overcharges upon freight shipped from points in Iowa to points in Illinois or Wisconsin over a part of defendant's road in Iowa and over connecting lines in the other States named. The answer sets up, among other things, that the statute above named neither had nor was intended to have any extra territorial operation beyond the limits of Iowa, and neither had nor was intended to have any application to or effect upon contracts, either expressed or implied, for the conveyance of persons or property from a point in one State to a point in another State. Plaintiff demurs to this answer and the principal questions discussed by counsel are:

1st. Did the act, by its terms, apply to interstate commerce?

2d. If so, is it constitutional?

A. B. & J. C. Cummins, for plaintiff.

John F. Duncombe, for defendant.

McCRARY, *Circuit Judge.*—There may be room for doubt as to whether the act of 1874, by its terms, applied to inter-State commerce. If it be construed as in *pari materia* with the subsequent act of the Sixteenth General Assembly (1876) "for the relief of certain railroad companies, their agents and employes," there is, I think, sufficient ground for holding that it was only intended to regulate such transportation as was carried on within the State. The latter act provides for releasing any railroad company from liability for having violated the act of 1874 upon certain conditions. Among these conditions was a requirement that such railroad companies should enter into

bonds with security conditioned that they would not seek to evade the provisions of the act of 1874, "by increasing or contriving any increase on through rates to points on its line outside of the State." If the original act itself was intended to apply to through shipments between points in this State and points in other States, it is difficult to see how it could have been evaded by increasing such rates. It is plain, therefore, that the legislature understood and construed the original act as applicable only to local or State commerce, and sought by the supplemental act above mentioned to induce railroad companies to bind themselves by contract not to increase their charges upon inter-State commerce for the purpose of making up for their losses under the law upon State commerce. If, however, the statute shall be held, by its terms, to apply to inter-State commerce, I am of the opinion that it should be held to be in contravention of Art. 1, Sec. 8, of the Constitution of the United States, which confers upon Congress the power "to regulate commerce with foreign nations and among the several States."

The question is one of great importance, and, in some of its aspects, not free from difficulty. It has been much discussed in the courts of the country and especially in the Supreme Court of the United States. The following propositions may now be laid down as settled, at least so far as the Federal Courts are concerned:

1. The transportation of merchandise from place to place by railroad is commerce.

2. The transportation of merchandise from a place in one State to a place in another is "commerce among the States."

3. To fix or limit the charges for such transportation is to regulate commerce.

4. A statute fixing or limiting such charges for transportation from places in one State to places in other States is a regulation of commerce among the States.

5. The power to regulate such commerce is vested by the Constitution in Congress.

6. This power of Congress is exclusive, at least in all cases where the subjects, over which the power is exercised, are in their nature national or admit of one uniform system or plan of regulation.

7. The State cannot adopt any regulation which does or may operate injuriously upon the commerce of other States.

These general propositions are abundantly sustained by the following, among other, authorities: *Crandall v. Nevada*, 6 Wal., 35; *Passenger Cases*, 7 How., 283; *Gibbon v. Ogden*, 9 Wheat., 1; *Case of State Freight Tax*, 15 Wal., 232; *Welton v. Missouri*, 90 U. S., 279; *Hall v. De Cuir*, 95 U. S., 497; *Railroad Company v. Husen*, 95 U. S., 469; *Pensacola Telegraph Co. v. Western, etc., Telegraph Co.*, 96 U. S., 9; *Carton v. Illinois Central Railroad Co.*, 1 (Supreme Court of Iowa), 13 N. W. Rep., 67.

It is insisted by plaintiff's counsel, in his very able and exhaustive argument in this case, that, conceding the soundness of these propositions, the statute in question may be upheld upon the ground that in enacting it the State ex-

ercised a power which is vested concurrently in the States and the general government. That certain powers may be exercised by the States in the way of regulating inter-State commerce, where no act of congress is interfered with, may, for the purposes of this case, well be admitted. Assuming such to be the law, the questions remain:

1. Whether the act in question, if applied to through shipments of freight upon lines extending into or through several States, must not be held to relate to a subject which is in its nature national, or which admits of one uniform system or plan of regulation.

2. Whether, if the power of the State to pass such an act be conceded, it does not necessarily include the power to discriminate against the commerce of other States?

If either of these questions must be answered affirmatively. then the statute, in so far as it relates to through shipments over inter-State lines, is in violation of the Federal Constitution. I am of the opinion that both questions must'be so answered. It seems very obvious that the regulation of transportation of merchandise over a line extending, it may be, from the Atlantic to the Pacific ocean, is a subject which is in its nature national. It is so because it necessarily concerns the people of the whole country, and is beyond the legislative power of any single State. It is also apparent that such transportation not only admits of, but requires a uniform system or plan of regulation. I do not understand the plaintiff's counsel as denying these propositions; but he insists that this State may regulate charges upon so much of the route as lies within its own territory. In other words, the contention of counsel is, that each State over whose territory a line of inter-State railroad passes, may fix or limit the charges to be made for the carriage of a cargo upon that part of the route which lies within its own jurisdiction. The consideration of this proposition involves a determination of the second question last above stated, viz.: whether the statute in question construed as authorizing the regulation of charges within this State, may not affect charges made for carriage in other States. To state the question in another form it is this: Can each of the States through which a cargo must pass, in going, for example, from Des Moines to New York City, fix the proportionate charge which shall be made by the carrier for the distance within its own territory? Such a line would pass through portions of the States of Iowa, Illinois, Indiana, Ohio, Pennsylvania and New York. How can Iowa fix the amount to be paid for the carriage from Des Moines to the State line without indirectly affecting the rates to be charged in other States? It must be borne in mind that the power to regulate includes not only the the power to reduce, but the power to increase charges. If one of the States upon such a line can fix the charges for carriage within its own territory, what is to prevent it from authorizing its own carriers to demand and receive an undue and unreasonable proportion of the gross amount? If the proposition contended for be admitted, what is there to prevent the three States through which the charge must first pass on its way to New York from exacting more than one half of the charge for the entire route? Or, to state

the same question in another way, why may not the five States through which the cargo would pass before reaching the boundary of New York, exact, in the aggregate, the whole of a reasonable charge for the entire route, leaving nothing for the carrier within the State of New York? And since no State law can have any extra territorial force, is it not clear that the attempt to enforce the statutes of each of the several States, in so far as the carriage within such State is concerned, would lead to conflicts and disputes which no State authority would be competent to adjust and determine. These considerations, I think, lead inevitably to a conclusion, not only that such commerce is the subject only of National control and regulation, but that any attempt to devolve upon a single State the power to regulate it in part would necessarily give to such State the right to discriminate against other States of the Union. It is well known that one of the chief reasons which caused the Constitutional Convention to insert the commercial clause in the Constitution of the United States, was the belief that if the power to regulate commerce among the States was not taken exclusively into the hands of the national government, rivalries and jealousies would arise among the States similar to those which had existed under the old confederation, which would lead practically to the destruction of inter-State commerce, and it was regarded as specially important that no power in the legislature of any one State to interfere with commerce or trade in any other State should be recognized as existing. My conclusion is, therefore, that the statute in question, if held to apply to inter-State commerce, is in violation of the Constitution of the United States. In this view I am supported by the recent decision of the Supreme Court of this State (*Carton v. Ill. Cent. R. R. Co.*, *supra*), in which the act now under consideration was held to be unconstitutional. If I were in doubt upon the subject I should not hesitate to follow that ruling. I am not aware that the Federal courts have ever in the course of our history undertaken to enforce a State statute which has been held void by the supreme judicial authority of the State. I should hesitate long before undertaking to enforce in this tribunal any act of the State Legislature which the Supreme Court of the State has held, for any reason, to be null and void. To do so would be to give suitors who can come here an unjust advantage over the citizens of the State, who are compelled to submit their rights to the determination of the State courts.

The demurrer to the answer is overruled.

RAILROAD WARS.

Mr. Charles Francis Adams, in an article published during the present year in the Boston *Journal*, says: "The old idea in regard to a community and its railroads was that the railroads were to be regarded in the nature of thieves, and when they fell out honest men might hope to come to their dues.

"The whole tendency of late has been in another direction; it has

become recognized that the business of a railroad company is to serve the public, not fight another railroad company. It has become recognized that in order to serve the public well, corporations must be large and prosperous; small companies cannot afford the equipment or facilities which modern railroad business requires. So far as the public is concerned, the tendency of feeling and legislation in respect to railroad development is well defined. The tendency is to look upon railroad war as any other war and railroad peace as any other peace. The war was a wasteful, uncertain, semi-barbarous way of reaching a desired result. In place of it a system of regulation and arbitration is being rapidly developed. The railroad companies are allowed to grow and assume such forms as may be made convenient by the needs of the work they have to do. Never was our railroad service so good, so uniform, so generally regardful of the just rights of the public as at this time. It will unquestionably be more so in the future than it is now; but that the public may be better served, the railroads must give up fighting, and concentrate their resources and attention on serving the public."

The view here taken by Mr. Adams is undoubtedly correct in its theory; in practice, however, the railways, with all the machinery of commissions, pools, etc., are slow in reaching the status above marked out. They are all ready to admit that they should be governed by whatever is reasonable, fair, and right, and are always ready to make contracts and agreements; but there is a wonderful tendency to break them and get into open warfare. Why this should be we shall not attempt to explain. During the railway war at Des Moines last year, participated in by nearly all the roads doing business in this city, and affecting seriously the interest of almost every town in the vicinity, it occurred to members of this Board that if the officers and directors of the various companies could be held personally responsible for the difference between the rates then given and a reasonable and fair rate for doing the business, the differences between these corporations would readily be adjusted.

Every man doing business with a railroad company wants his freight carried in the shortest practicable time and delivered in the same condition it was received. This feature has been wonderfully improved in the last few years, and delays are the exception, not the rule. He wants his rates as low as practicable, and to comply with with the foregoing. Cheap rates, as business is now generally done,

will not compensate for unreasonable delays. He does not, however, want his business done at a loss to the carrier; for he knows that the loss must be made up, and a portion of it at his expense, often when he cannot require those who have been benefited by the reduced rates to contribute to the high rates. The railway tariff that brings out the greatest volume of business, and at the same time makes a reasonable return for services rendered, is the best, both for the companies and the public. We have thought that one strong road should be more valuable to a community than two weak ones; that it should be to the interest of the strong road to furnish every facility to build up the business, the manufactories, and give prominence to the points from which they have no rivals in the carrying trade. On the contrary, strange as it may appear, they furnish all possible facilities and the lowest rates to the points where they cannot hope to more than divide the business, and by the rates they fix render it impracticable to build up industries where, if built up, they would reap the sole advantage.

They compel the man of enterprise and capital to abandon the non-competitive point and establish his business where they must divide the carrying with rival routes. We have often wondered why this should be, and have never received a solution that was at all creditable to the sagacity of the party fixing rates. To arrange tariffs in such manner as to develop at non-competing points trade and manufacture, would in many ways be advantageous to the railway companies. Towns always grow where there is remunerative wages for labor, and whatever develops a demand for it attracts the supply. The increase of population increases the wants to be supplied and increases travel, which belongs to their lines alone. To build up large manufacturing interests at non-competitive points by the exercise of reasonable and judicious rates, would tend to solve many of the difficulties that now disturb the relations of the companies. We cannot resist the conviction that the railway manager in his treatment of this branch of his relation with the public has been governed more by the amount that could be realized at once than by the broader scope that should cover the future possibilities of the territory that he occupies and the expansion of his business.

POOLS AND POOLING.

The competitive point, and its treatment by the corporations, has always been one of the most serious questions that has agitated the railway system. The course that has ordinarily been pursued by the rival lines has been to agree upon rates, and allow each to carry what it could get. With the anxiety felt for increasing his business by the freight agent, it was very easy to disturb the natural equilibrium, and contests followed, which, after depleting the resources of the contestants, were usually followed by new compacts. This state of things, from which the public derived no practical benefit, the fluctuation of rates working a hardship on the merchant and shipper, led to the adoption of what is termed the pool. To the public mind the word pool has a vague and undefined meaning, and perhaps it may be as well to state exactly what it is, and, as far as we are able, its effect on the business of the country. A railroad freight pool is an agreement between the several lines reaching competitive points, by which each road is awarded a percentage of the business or the receipts of the business, to be determined by the representatives of all the lines in interest or by arbitrators chosen by them. There is usually a commissioner appointed, whose duty it is to see that each road gets its allotted proportion of the business, or, in the case of a division of receipts, to see that each gets its share. Having decided upon the proportion each road is to receive, it is easy to determine rates, and each party has then an interest in maintaining them. This is the feature that renders pooling unpopular, and has given rise to very much discussion. It has been the theme of many an harangue on the stump, and in legislative bodies, that a few railway freight agents had it in their power "to combine and lay their hands on the throat of the industries and commerce of the country and strangle them." While it might be possible for these gentlemen, by ill-judged action or mistaken policy, to make serious blunders that would affect special industries injuriously, dependent as they are for their success upon the prosperity of their patrons, it is hardly within the range of probability that they would do any act that would seriously interfere with the general welfare. That good men talk loosely and without knowledge on this subject was illustrated by the letter of Judge Black to the New York Chamber of Commerce in August, 1880, where he stated that by an agreement the railways had raised the rates during the suspension of navigation five cents per hundred pounds over an

unreasonably high rate, which amount equalled an export tax of $75,000,000.00. He afterward found on examination that this amount nearly equalled the dividends on all the roads in the United States for the year, and the increase, instead of being seventy-five, was two millions. Mr. Black had the manliness to publicly acknowledge that he was mistaken in his facts. But it is hardly safe to assume, when such profound thinkers and conscientious seekers after truth go wild upon a subject attracting popular attention, that the average statesman will always reach correct conclusions.

In the pooling, whichever form is followed, it is claimed that the facilities for the transaction of business are more reliable, and that a saving in the cost of conducting and managing the business is affected. We understand that experience shows that whether railway companies allow business to take its natural channels or compete strongly for it the result in percentage to each is about the same. Whatever the effect of pooling may be in the future, one thing is certain, that with all the pools, combinations and consolidations that have been formed in the past twenty years, the result has been a gradual reduction of rates from the great grain and stock-raising regions to the ultimate market.

DENNIS KEARNEY.

Dennis Kearney, the California communist and agitator, during the last summer appeared before the Railroad Commissioners to whom was confided by that State the difficult and delicate task of fixing railroad tariffs, with a proposition that, to say the least, was novel. He claims that the railways are the largest employers of labor in the State, and that the prices they pay fix the compensation for all other labor, and that the rates of transportation shall be fixed solely, or at least mainly, with the idea that the labor of the State shall earn in a less number of hours a compensation very much in excess of what is now paid; that the only interest that deserves attention at their hands is that of what he terms the "wage workers"; that all other interests are prosperous when the day laborer receives a liberal compensation for his services. Mr. Kearney sees but one side of the subject, and is like many other philosophers who conceive from their standpoint that they thoroughly understand one of the most complex questions that has ever been presented for solution, the proper relations of the public and the State to the corporations created by them,

and the best method of managing them. His proposition, properly stated, would be this: when all the business interests of the country are prosperous, and there is a great demand for agricultural products and for manufactured articles, then labor receives a liberal compensation; but when there is over production, the labor market, being the most sensitive, is the most readily affected. Mr. Kearney's idea of increasing rates is so utterly at variance with sound policy that it needs but an illustration to show its fallacy. Three years ago some speculators cornered the wheat markets of this country with the view of raising the price of that staple abroad. They failed in the effort because they misunderstood the temper and the condition of Europe. Those people will buy and consume our wheat and pork if it can be bought at reasonable rates; if not, they can live on something else. They are not able to pay extravagant rates. The prosperity of the country for the last few years has been due in part to the fact that we were able to export largely more than we imported. We have been enabled to do this by the low rates of transportation from the agricultural centres to the markets of the world. A rate imposed on Mr. Kearney's theory in the interest of the "wage workers" might very readily place an embargo on the movements of our produce, and impose greater hardship on the day laborer than allowing the laws of of supply and demand to operate untrammeled.

REASONABLE RATES.

The Iowa Commissioner law contemplates for the transportation of persons and property reasonable rates, and expressly says that unreasonable rates shall not be charged. The determination of what is reasonable is not in its nature a legislative, but a judicial, act, to be reached by careful and patient investigation. The railway manager has the best means of knowing what is reasonable, and ought, when called upon, to be able to give satisfactory reasons for the rate he makes. It is difficult to give a general answer that will cover all cases of what should be reasonable charges for transportation. A main line of road whose business is large, whose grades are easy, and is equipped with all the conveniences and facilities for handling the traffic offered, can do its work cheaper there, than it can on a branch line where there is little to do, and whose operating expenses can hardly be earned; but, as we understand, this furnishes no reason for extortionate, or even paying, rates on the branch line. It is proper

that the main line should contribute to the expense of operating the non-paying branch, as it is from the contributions furnished by these branches that the grand aggregate is made, that makes the main line profitable. The cost of doing the work on the branch line obviously should not fix the rate, because it would work hardship on those compelled to do business with it, and public policy seems to require that, as far as practicable, all parts of the country should get as nearly uniform rates as circumstances will admit.

To determine when the railways are receiving more than reasonable compensation, and prescribe the remedy, is one of the judicial functions of the board. This should be exercised by examining into every case presented, and hearing patiently the reasons offered for the rates made. To reach conclusions by the application of a general principle, that in itself may be plausible and sometimes work well, will often produce more harm than benefit. Railway management has made great progress in its efforts to solve the various problems that have been presented, but there is still much to be learned. Close study of the particular cases presented, with an earnest effort to arrive at conclusions that will do justice to all parties, is expected of those to whom the State has delegated the authority to determine whether rates are reasonable.

We have read with interest an article, published not long since, by Judge Cooley, of Michigan, on the subject of Railroad Commissions. His high reputation as a Judge of the Supreme Court of his State, as a law writer, and his recent membership of the commission appointed to investigate and report upon the subject of differential rates from the West to the seaboard cities, justify us in inserting it in full.

RAILROAD COMMISSIONS.

THE IMPORTANCE OF AN UMPIRE BETWEEN COMMON CARRIERS AND THE PUBLIC—THE VIEWS OF JUDGE COOLEY, OF MICHIGAN.

Few things are more evident to the casual observer than the jealousy with which the railroad interest is regarded by the general public. Some of the reasons for this are as obvious as the fact. The enormous wealth which this interest represents, the rapidity of its growth, the vast numbers and the great ability it summons to its service, and its immense possibilities for evil as well as for good, cannot fail most powerfully to affect the imagination, and to cause no little apprehension for the future, even in the most thoughtful and well-balanced minds. The fact, too, that the managers of

great lines or systems of competing roads are found agreeing upon rates, and perhaps upon apportionment of business, and thus apparently putting an end to competition, has the appearance of organizing those who should be competitors into one or more great monopolies, with which the public is compelled to deal on their own terms; and these terms will prima facie be taken to be unreasonable and oppressive, for the reason that they are dictated exclusively by one of the parties concerned, irrespective of concurring will in the other. The railway interest being thus personified as a monopoly, all individual interests, as they come in conflict with it, seem to be placed at great disadvantage; none of them receives and disburses such vast sums of money; none of them has so many desirable places at its disposal; none of them, without loss to itself, can grant so many favors; none of them has so many means of affecting, duly or unduly, the legislation of the country. So great a power is certain to be more or less abused; and when it is wielded, as sometimes it will be, by men who are arrogant, overbearing, and reckless of the rights of others, the public are more likely to regard the abuse as naturally and inevitably pertaining to a system than as exceptional. Even the administration of justice cannot fail to be distrusted when it is observed that a large share of the best legal talent of the country is found regularly employed by an interest whose other facilities give it great advantages in litigation with private parties.

On the other hand, it is notorious that railroad managers believe, or certainly affect to believe, that both in the legislature and in the courts the railroad interest must meet its antagonist at great disadvantage. In the legislature demagogues find it apparently to their interest to pander to public ignorance and prejudice, and in the courts, if judges are firm and impartial, this is not to be expected of jurors. Jurors are drawn from the community at large, where distrust and prejudice are common, and they enter upon the nominal investigation of railroad cases with beliefs or impressions which put an impartial administration of the law out of the question. There are undoubtedly many who believe that every verdict awarded against a railroad company is so much recovered by the community from a grasping and heartless tyrant.

It is very obvious that to have the administration of public affairs thus distrusted is a great evil, whether the distrust is well founded or baseless. The value of government is largely in the content it gives, and there cannot be content where there is want of confidence. It is also a great evil to have so vast and so valuable an interest standing in apparent antagonism to the public. The relations of the public with it are so general, so constant and so intimate, the opportunities are so frequent, that the public good imperatively demands the existence of friendly relations between them. Indeed, the railroad ought to be considered and ought to be made the convenient and accommodating servant of the public, existing to do its will; but the public will that is to be served ought to be a just and reasonable will, and should demand nothing which the owners of railroad lines had no reason to anticipate when they invested their money in this species of property, and

which they cannot therefore be said to have bargained for. Much of the mutual distrust is without reason, and is the offspring of ignorance of railroad workings, and of the principles that govern them. Where it is, so it ought, as far as possible, to be removed by placing before the public the needful information. If railroads are created to serve the public, the public ought to have the means of judging for themselves whether the service is fairly performed, and is given for a reasonable compensation, and they cannot judge of this without such full presentation of facts as the railroad managers act upon in preparing their tariff of charges. But some of the problems involved are so intricate and complicated, and depend upon so many and various circumstances, the influence of which upon each other is not readily perceived, that it is impossible they should be fully appreciated and understood, and the reasonableness of railroad action in respect to them judged, except by those trained minds who have made them a study. But their intricate nature and the certainty that they will not be understood on casual examination, render it specially important that they should be patiently and thoughtfully considered in the interest of the public, that the public sentiment may be molded to a right conclusion in respect to them.

The facts above stated indicate what seems to me the chief need of a railroad commission. The railroad interest and the public stand in apparent antagonism, which frequently and needlessly becomes real antagonism. But they ought to be in harmony, and not at war. Their real interests are to be found in harmony and mutual prosperity. The more prosperous the railroads are, the better are they able to perform the services for which they are created. To deny them reasonable compensation, to cripple or hamper them by needless and vexatious legislation, to load them down with unreasonable burdens, will appear as impolitic from the standpoint of public interest as it would be for an employer to put his servant on short allowance, or to compel him to carry weight at his labor. If, on the other hand, as is not uncommonly believed, the railroad managers sometimes invite unfriendly treatment by assuming despotic powers where their just position is one of agency, by disregard of law, by extortion, and by favoritism, the impolicy of conduct on their part is equally plain and equally mischievous.

The first and most important duty of a railroad commissioner will be to stand as a friendly umpire between the public on the one hand and the railroad interest serving it on the other. He should for this purpose be given power to examine into all the details of railroad work, to investigate local complaints of unfair charges or discriminations, of unreasonable management of trains or of delays, of obstruction of highways, and the innumerable annoyances and dangers of which the public has, or thinks it has, occasion to complain; to examine the condition of the road, the safety of bridges and other structures; whether proper regulations of police are established and enforced as a protection against calamities; and it should be his duty to bring to the attention of the railroad managers, in an authoritative way, any neglect, omission, or misconduct in which the public would be concerned. He should prepare himself to give authoritative and reliable

information as a basis for public judgment on railroad affairs, and his impartial position and standing should be so unquestionable and notorious that his information will be accepted without any of the suspicion which is so likely to accompany that which is furnished by the railroad companies themselves.

It cannot admit of doubt that a competent and suitable commissioner, occupying this position, could be of incalculable advantage, not only to the public, but to the railroad interest. So far as antagonisms depend on prejudice, misunderstandings of fact, or of the general principles which underlie the railroad service, he should be able to remove them, or the most of them, quietly and without litigation or cost. He would be able to settle many local controversies which, if left to the parties themselves, would grow into bitterness, and perhaps on one side or the other ensue in violent or lawless action. But his services ought to be quite as valuable in anticipating and preventing antagonisms and controversies as in settling them after they had arisen; for it would be a large part of his duty, by his careful oversight, to see that reasonable cause for complaint did not arise.

The commissioner should also be required to report upon railroad accidents, with a view as well to fix the responsibility for them as to guard against the occurrence of like accidents in the future; and this report should be for the use of the State as well as of the railroad company concerned. And in his general supervision of railroad affairs, it should be expected of him that he should advise upon the removal of dangers at highway crossings, or the protection against them by watchmen or otherwise, and that he will have some advisory authority also in respect to terminal and other facilities which the roads are expected to supply. As such powers might be easily abused and made the means of annoyance for improper ends. It is assumed that they would be carefully guarded in the law conferring them.

To make the commissioner thus useful, the law which provides for this appointment, and the authority which selects him should assume that the interest of the public and the interests of the railroads are not antagonistic, but that both alike require harmonious workings and mutual prosperity. To make the appointment on any different assumption would be mischievous in a high degree. If the commissioner were expected to occupy a hostile attitude toward the railroads, and to be a champion of controversies instead of an impartial arbiter, or if he were understood to be chosen in their interest, his powers for usefulness would be small, and the office itself would be a source of irritation, annoyance and controversy instead of a protection against them. I do not enlarge upon this, because it seems very obvious, though it has sometimes been overlooked in urging the creation of this office.

But the railroad ocmmissioner should not be expected to stand merely between the railroads and the public for mutual assistance and protection; he is needed also to keep peace and prevent mischief between the railroads themselves. However much the railroad interest may assume to the public eye the appearance of a monopoly, very slight examination shows it to be an

aggregate of antagonisms, and the desperate rivalry is often destructive not only of corporate but of individual interests. Who can compute the aggregate damage to the traveling public through loss of connection, unloading and reloading of freight, detention of cars, and the thousand little annoyances which arise from the unaccommodating spirit of rivalry, and without benefit to anyone? Who can justly estimate the danger as well as the loss from roads crossing each other at a grade when, with any disposition at mutual accommodation, it would be easy to cross otherwise? How many annoyances at the great railroad centers, and indeed, wherever two roads meet, could be avoided if an officer, though with only advisory powers, were to inquire into the cause and responsibility for them and insist upon their removal? There is a broad field here for official usefulness; for much as we may think the railroads combine to oppress the public, the undoubted fact is that the public more often suffers from their failure to act in a spirit of harmony and accommodation in their mutual dealings, than from all their joint arrangements and combinations.

The commissioner should also to some extent stand between the railroad companies and their servants; at least to the extent necessary to see that the known and generally used appliances and guards for their protection and safety are made use of by all. The fact that the law makes the servant take upon himself the risks of the employment does not relieve the managers from the moral duty of caring for his safety, and they should be reminded of the fact whenever it is neglected. In the mere mechanical management of the trains many things are yet to be learned. Take the coupling of cars, for example. How fearfully dangerous it is if we may judge by the loss of life! As experience teaches better ways the roads should be required to follow them, but a commissioner will be more likely than the general public to understand and appreciate how important it is that the railroads should be cautious and deliberate in adopting new methods and supposed but untried improvements. His business will be to look at a proposal on all sides, and not upon any pressure of public clamor to demand of the railroads that they make rash experiments.

The need for railroad supervision by some competent and impartial authority is emphasized by the peculiar division of powers between the nation and the States, which renders it impossible that the legislation of either the one or the other should establish a complete system for the regulation of the roads of any one State. But in this fact is to be found also the greatest danger to be anticipated or feared from railroad commissions. If, where two lines compete for the same business, a State can control one, because it is wholly within the State, while Congress alone can control the other, because, being in two or more States, the business upon it is interstate commerce, and if there shall be legislation by Congress and the State respectively differing essentially in substance and spirit, nothing would be more certain than that one of the two lines must be injured, and perhaps crippled or altogether ruined, by the imposition of restrictions or burdens which its rival did not feel, or by the want of advantages or facilities which

its rival was given. The two great New York lines—the Central and Erie—will sufficiently indicate this danger. Congressional legislation, conceived in a friendly spirit, and controlling the one, and State legislation, originating in unfriendly motives, for the other, or *vice versa*, might put fair and equal competition out of the question. The differing legislation of two contiguous States might in some cases be equally mischievous; and while the railroads would be the chief sufferers, nothing which limited the competitive power of facilities of any one could fail to injure the public also. But railroad commissions governing or regulating rival roads upon different systems and principles might prove equally mischievous and would be certain to do so if a spirit radically different controlled their respective administrations. The true solution of the railroad problem will doubtless some day be found in a judicious combination of self-government with government by the State. But State government, whether alone or in combination with self-government, can never be judicious or safe, unless it can take into consideration the whole of this immense and diversified interest—the whole railroad system of this country, in all its capabilities, all its needs, and all its multiform operations. State and congressional legislation, originating in the ordinary way, will be more likely to be conflicting and confusing than harmonious, and if it shall go very far in laying down definite and restrictive regulations, the introduction of new evils will be more probable than the eradication of such as before existed. Commissions, if not hampered by excessive and perhaps mischievous legislation, can proceed with deliberation and caution; they can consult and act in concert whenever co-operation is essential; they can deal with peculiar difficulties upon a judgment enlightened by the special facts and uncontrolled by iron rules, and then can assist quietly but most beneficially in a natural development of railroad usefulness, and a natural solution of railroad problems.

To obtain such results a railroad commissioner must be selected for his fairness and candor no less than for his intelligence. But his usefulness to the public will come largely from his activity in its behalf as an investigator and teacher. In railroad questions we are as yet only in the morning twilight; no expert fully masters them in all their bearings; the results are often unexpected and confusing, and the highest wisdom of one year proves to be folly in the next. As yet the study of railroad development and its workings is more important than to legislate upon it; the study may prepare us to act wisely; the legislation by those who know little or nothing of the subject is more likely to be mischievous than beneficial. It is well when on strange ground to make haste slowly, and not to assume that we can tell by intuition, or by a surface glance, where the quagmires and the pitfalls are. Time has cured many evils in railroad affairs without the aid of the law; but new evils have come in also; and we need to ascertain the whence and the wherefore before we can wisely deal with them. Let the commissioner be an investigator and a learner, on our behalf as well as for the purposes of his office, and some day we may hope to have a system of railroad management, the product more of experience than of legislation, which shall make

the railroads accomplish their intended purposes without the friction, the irritation and strife, the inequalities and the injustice of which the public has now such frequent occasion to complain. And when we have such a system, we shall also have more friendly relations between the roads and the community, better management on the one side, and better results, with greater content, on the other.

In this letter it is assumed that the powers which any State will attempt to confer on a railroad commissioner will be only advisory and administrative. He could not wisely be clothed with judicial powers, and in at least some of the States it would not be competent for the legislature to give him such powers, because all such powers are expressly, by their constitution, conferred upon the courts.

PETER A. DEY,
A. R. ANDERSON,
L. S. COFFIN,
Commissioners.

Attest:

E. G. MORGAN, *Secretary.*

MINORITY VIEW OF THE TRANSPORTATION QUESTION.

OFFICE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, October 30, 1883.

HON. BUREN R. SHERMAN, *Governor of Iowa:*

As I desire to make a few suggestions in conformity with the provisions of section 4, chapter 77, of the laws of 1878, and in which I cannot prevail upon my brothers to agree, I herewith submit my views separately for such consideration as they may merit. Any comments or suggestions on the transportation question, found in this report, elsewhere than in this separate expression of views, are not mine. A subject as a whole may be complex and intricate, and require for its mastery, in all its parts, an expert, yet it may be resolvable into sections, some of which may come within the grasp and comprehension of the "common mind." The line of action to be pursued with reference to a few questions in connection with "the working of the system of railroad transportation in this State, and its relations to the general business and prosperity of the citizens of the State," seems so patent that I am constrained to this separate action. If I am wrong, I am entering upon the shortest way to a better and more perfect knowledge of the subjects in hand. It is the unexpressed objection that baffles refutation, as it is the secret malady that defies the physician's skill.

And in submitting the suggestions I have to make in this connection, I wish to recall the fact that the leading object in the enactment of the tariff law of 1874 was the regulation of rail transportation, and, that while that law in many particulars disappointed its friends, proved impracticable in large degree, became unpopular, and was repealed, it was not so repealed for the reason that the people had abandoned the objects sought by its enactment.

The leading purpose in the enactment of the present law, creating the Commission, was the same, all other provisions and requirements being but the means necessary to that end. To mistake these means

as the end, to the neglect of the "weightier matters of the law," is a grave error fraught with mischief, not only to the people of the State at large, but to the projectors of such line of policy.

It was not the intent, in my judgment, of the legislature that enacted the law creating the Board of Railroad Commissioners, that the Commission should be merely a bureau for the collection of railway statistics, and a court for the adjustment of small claims and controversies between the corporations and the people.

The matter of statistics is of little value to the masses, save as they throw light upon, and aid in, the solution and settlement of the transportation question upon a basis at once fair alike to producer, carrier, and consumer. As for the settlement of claims and controversies other than those directly bearing upon the question of transportation, courts, with power to enforce their findings, were already provided for their settlement.

These are but incident to and the means by which the great objects of the statute creating the Commission are to be wrought out. That the task thus imposed is an arduous and difficult one, in the presence of which the best minds of the country may well pause for thorough investigation and profound reflection, no fair minded man will deny. Under these circumstances it would be but injustice to myself not to concede that, as a member of this Commission, I came to the discharge of my duties with misgivings as to my own ability to comprehend fully the various details of railway transportation. Taking the view of the law I do, and the duties it imposes upon this Commission, I have given the subject such examination and study as I could, to the end that I might know the causes of complaint, if any, made by producer and shipper against the railway service of the State, and the remedy therefor. As a result, I find that what is commonly known as the pool, and the kindred questions of discrimination between stations and persons, are the causes not only of all present distrust, but stand as the hindrance to a restoration of confidence between the railway corporations and the people.

This distrust, it is possible, may not be warranted by the facts, but it cannot be removed or allayed by denouncing those who entertain it as demagogues, inspired solely by purely personal motives of a questionable character.

The question of how to best regulate rail transportation in this country will be the prolific theme of much speech, both upon the

"stump" and in legislative halls, and while to hold up sand-lot demagogues and political pariahs as the promoters of this agitation, and their extravaganzas, as a fair example of the absurd and unjust demands made by the advocates of all governmental control, may please the fancy and command the favor of the railway manager who is conducting his corporation with reference to his own day and time only; in the end, argument will have to be met with argument, and reason with reason.

Palpable wrongs, apparent to the common mind, when made the subject of complaint by proper parties, cannot be put away with a sneer, nor answered wholly by the threadbare statement that the transportation problem is so intricate, complex, and incomprehensible that only railway managers and experts in the business are authorized to speak.

There is no occasion whatever for feeling of this kind. The conditions of the creation of railway corporations are that they will be used and operated for the purposes set forth in their respective charters, subject in all cases to governmental control.

It is no longer anything but a waste of time to discuss the question of the State's right to control, nor to discuss, or even enumerate, the many substantial grounds on which the courts have declared that right to rest. And this right exists by virtue of no modern doctrine generated by anti-monopolist agitation; but is settled in accordance with a principle long ago declared by the English judges when they put their heads together to know what to do with the man who was trundling a cart on the streets of London.

This right of control exists as fully and permanently as though it rested on ten thousand grounds instead of a few. The courts have declared this right again and again, and it only remains for the law-making power, and those who aid in giving shape and direction to public thought, to supply the means best adapted to secure, in the exercise of that right, the greatest good to the greatest number.

With the tremendous power in their hands that enables them to make and unmake individuals, towns, and communities, railway managements need not be surprised at criticism. That this criticism may sometimes be harsh and unreasonable, affords neither occasion for alarm nor ground for restiveness and irritation at all suggestions of reform that emanate from a public source.

Railway legislation enacted in the exercise of this spirit of control

will come from the great conservative masses, and will be considerately framed and justly enforced, within the scope of the authority the corporations themselves have delegated to the people, and for which they have, in advance, received adequate consideration.

That it is meet and proper that the people should go this far, no one will question. That they will not go farther, is as certain as that constitutional government shall stand and order and domestic tranquility prevail among the people.

The tariff law of 1874 was not repealed for the sole reason that it failed to meet the public expectation. The fact that it was highly unsatisfactory to the railway companies was a factor of no little influence upon the legislative mind.

It is a fact that is quite generally accepted by the public that no one can so well manage the affairs of a railway company, not in the interest of the stockholders alone, but in the interest of the general public as well, as its own general manager. The freer he is to act, so long as his action is equitable, the better. Such laws, then, as hamper the management least, and at the same time correct manifest abuses, and tend to place all the patrons of the road on an exact equality in dealing with it, are the ones that are productive of most good. Wholesome laws that will put trunk and parallel lines in the way of competition, and at the same time prevent unjust discriminations between stations and individuals, are the ones that suggest themselves to my mind as best calculated to be productive of good results.

Nothing breeds such distrust among the patrons of railways as discrimination, as this leaves every man in doubt as to whether he has fared as well as his neighbor, his competitor or rival in business.

It would seem that the railway companies themselves, managed as they are by the brightest minds in the country, would recognize this fact and at once put an end to all classes of discriminations, whether between competing or non-competing points, or whether between large or small shippers.

"It is very obvious," says Judge Cooley, speaking on another branch of this subject, "that to have the administration of public affairs thus distrusted, is a great evil, whether the distrust is well founded or baseless. The value of government is largely in the content it gives, and there cannot be content where there is want of confidence."

This is as true in the management of a railway as in the manage ment of a government.

It would seem to the looker-on that railway managers would welcome a statute that enabled them to say to localities and individuals pressing for special rates and concessions, that it was impossible to grant such favors, the law having specially forbidden such action.

"Special rates," says one of the most popular and efficient general managers of one of the largest corporations in the country, "make the railway manager all his trouble."

It is not so much the rate that makes dissatisfaction, as it is the suspicion that unjust discrimination is being practiced.

"But," says the general manager, "we could not build up manufactories along our line if we did not have this right to discriminate in the shipments of raw materials. Rival lines, or lines in other sections of the country, will offer inducements, and we will lose them. We do not give these rates at the expense of any other class of shippers, but in consideration of the increased business the development of such industries along our lines being to us." Suppose, for argument's sake, this objection to legislation against discrimination be good, it is submitted that it is altogether competent and practicable to meet this objection by making an exception in the statute allowing special rates on raw materials, etc., to manufacturers. But, while this objection seems plausible, and, at first sight, to furnish an exception to a general rule, would not the general rule, without the exception, put all sections and localities of the country on an equal and equitable basis, the equity of which all fair men would see and respect, and would not the building up and developing of the various commercial industries of the country go on just the same in the natural order of things, and therefore, in harmony with the laws of competition and supply and demand?

THE POOL.

This Board has been criticised in various quarters for not seeing to it that the statute in this State (section 1297) forbidding pooling by parallel railway lines is enforced.

Persons making such complaint are perhaps laboring under a misapprehension of the facts.

If there is any violation of section 1297, Code 1873, against pooling contracts on State commerce, by the railways of this State, such fact has not come to the knowledge of the Board.

The pooling contracts which are the ground of the general complaint in this respect are made in relation to inter-state commerce, over which the railway companies claim State authorities have no control.

The case nearest in point in our own State is *Fuller v. The Chicago & Northwestern Railway Company*, 31 Iowa, 187. That was an action to recover a statute penalty and overcharges, and was brought under section 2, chapter 169, of the laws of 1862, which is in the following words: "In the month of September, annually, each railroad company shall fix its rates of fare for passengers and freights for transportation of timber, wood and coal, per ton, cord or thousand feet, per mile, also its fare and freight per mile for transporting merchandise, and articles of the first, second, third and fourth grades of freight, and on the first day of October following, shall put up at all the stations and depots, on its road, a printed copy of such fare and freight, and cause a copy to remain posted during the year. For willfully neglecting so to do, or for receiving higher rates of fare or freight than those posted, the company shall forfeit not less than one hundred dollars or more than two hundred dollars to any person injured thereby and sueing therefor." One point made by the defendant in this action was that the statute under which it was brought, was that it was in conflict with the Constitution of the United States in that it sought to regulate commerce among the States, a power conferred upon Congress. Article 1, Section 8, United States Constitution.

This was a statute commanding certain things to be done in relation to freight which was the subject of inter-state commerce, and imposing penalties to enforce obedience thereto. "No attempt is here made," say the court, "to regulate the charges of the incorporations for the transportation of merchandise and passengers. Nor is there anything in the provision which can in any way operate to interfere with, or prevent, the free exercise of the business of the company. It contains no prohibition of the transportation of passengers or the merchandise of the country, nor are any of the rights of the corporation, as pubiic carriers, curtailed. * * * As we have seen, it in no sense interferes with the business of the roads, or places any restriction or impediment upon the free transportation by railroads of either persons or property. They are forbidden to carry no kind or character of goods or persons; the time and place, and when and where they should receive and deliver whatever they trans-

port, is not interfered with; the terms, conditions and circumstances under which they shall transact their business are in no manner provided for; in short, transportation upon these roads is just as free, just as untrammeled as it was before the act. The *transportation* itself by these roads is in no sense regulated. The regulations of the act extend to the prevention of abuses, injustice and oppression toward the people resulting from the unfair and unlawful practices of the agents and officers of the corporation, or from the corporations themselves. It is intended simply for the protection of the people of the State, and in its practical operation has no other effect; and in this view is a police regulation indisputably within the scope of the authority of the State government. * * * Such laws, while they may even affect commerce and operate upon those engaged therein, are not obnoxious to the Constitution of the United States. * * * The views above stated, in our opinion, are in accord with doctrines recognized by the United States supreme court. *The Mayor, etc., of N. Y. v. Miln*, 11 Pet., 102; *Gibbons v. Ogden*, 9 Wheat., 1; *License Cases*, 5 How., 504; *Brown v. Maryland*, 12 Wheat., 419; *Passenger Cases*, 7 How., 276."

That the doctrine of this case is not only not encroached upon, but referred to and approved in *The City of Council Bluffs v. The K. C., St. J. & C. B. R. Co.*, 45 Iowa, 338, an extract therefrom need only be cited. In that case, at page 354, the court say: "We fully recognize the well-settled doctrine that the State, by virtue of its police power, may enact all such laws as may be necessary and proper to protect its citizens in their persons, health and property, to guard them against frauds, impositions and oppressions, even where such laws may, in some respects, affect persons or corporations engaged in the transportation of foreign or inter-state commerce, such as quarantine and health laws, all laws to prevent the commission of felonies, misdemeanors and other breaches of the peace, etc. *The Mayor, etc., N. Y. v. Miln*, 11 Pet., 102; *Gibbons v. Ogden*, 9 Wheat., 1; *License Cases*, 5 How., 504; *Brown v. Maryland*, 12 Wheat., 419; *Passenger Cases*, 7 How., 283; *Fuller v. C. & N. W. R'y Co.*, 31 Iowa, 187. The views we have expressed in respect to the validity of the statute under consideration are in no respect inconsistent with the doctrine above referred to. The act is not in the nature of a police regulation, nor confined within the exercise of the police power of the State." *John A. Carton v. The Illinois Central Railway Com-*

pany, 6 Am. & En. Railway Cases, 305, sometimes mentioned in this connection, is not in point. Indeed, the statute involved in this case and the Fuller case, *supra*, are so unlike in their nature and office that the court in discussing the former seems to have never thought of the latter, though the point was made in both cases that said statute were in conflict with article I, section 8, Constitution of the United States, and therefore an encroachment upon the power of Congress. There can be no pretense that the one case overrules the other. They are entirely different on principle. Section 1297 is not "an act of the State legislature whose object and purpose is to control and regulate the shipment of freight to points in other States," and therefore "in violation of article I, section 8, of the Constitution of the United States."

This section does not fix the price which the corporations shall charge for the transportation of property, but is purely a police regulation declaring it to be unlawful "for any railway company to make any contract, or enter into any stipulation with any other railway company running in the same general direction, by which either company shall, directly or indirectly, agree to divide in any manner or proportion, the joint earnings upon the whole or any part of the freight transported over such roads."

The difficulty has never been as to the power of Congress to regulate commerce among the States, but as to what is to be deemed an invasion of that power, for as has been said by the United States supreme court, "legislation may, in a great variety of ways, affect commerce, and persons engaged in it, without constituting a regulation of it within the meaning of the Constitution."

In fact section 1297 does not seek to regulate even State commerce, and its strict enforcement cannot in any sense be called a regulation of commerce, either state or national.

A brief examination of the workings of the contracts and stipulations between railway companies, sought to be prohibited by said section 1297, will show the importance of action in this regard. By the pool, in this connection, is meant the generally accepted idea of an arrangement between parallel trunk lines by which they agree on charging given rates between given points, each company being entitled to a certain per cent of the whole business. These arrangements are, as a rule, in vogue at all competing points.

While it must not be overlooked that it was left for the railways,

in great part, at least, to make it possible for Iowa farmers to get to market with their farm products, nevertheless, the belief remains and is growing, rather than diminishing, that freight rates should be reduced in some particulars. In other words, that there should be a more equitable equalization of rates between different stations and shippers. And this condition of things will most likely continue as long as such agreements, between what should be competing lines, as the pool is understood to be, are continued, or, until such time as the general public shall have acquired such a perfect knowledge of the cost of transportation, in all its various, intricate details, as to know that the current rates are reasonable notwithstanding the pool and its apparent inconsistencies with fair competition. But the people are not yet in possession of this knowledge, and distrust supplants confidence. Rival lines are built, and frequently with local tax and other aid, under the belief that competition will thus be secured. Instead of competition comes the pool, and former rates are maintained. It is not strange under these circumstances that what is popularly known as the pool, should meet with popular disfavor. "It is hard to persuade the common shipper," says Mr. Joseph Nimmo, Jr., "that such tremendous power over the commercial and industrial interests of the country, can safely be entrusted to the railway companies, and that during the prevalence of the pool, freights are not unnecessarily high." "These objections," says the same authority, "to pooling arrangements present issues which must be met by the advocates of the system." In the light of present practical results, it would seem quite apparent that, if the pool is to be maintained, it will have to be supported in the future with stronger arguments and more satisfactory consequences than it has been supported with in the past. The pool has never, as yet, accomplished the things mainly claimed for it by its advocates, to-wit.: Steadiness in rates and security to railway properties. Rates continue to fluctuate, and railway wars are waged everywhere on a gigantic scale. The belief is common that the pool is the chief hindrance to legitimate competition, and that it exists in the interest of the railways only. And, until some better reason is given than has appeared yet why railway companies should constitute an exception to the common laws of competition, this belief will remain.

The regulative influence of competition has been sufficient to establish charges at a reasonable compensation for services rendered

in all other departments of industrial enterprise, and only the strongest and most satisfactory reasons will justify making railway companies an exception to the general rule. The argument that the laws of supply and demand, and of competition, fail to regulate rates on railways as on free highways of commerce, and that the railway system of the country is, owing to the novelties of the system itself, a law unto itself, does not, on close scrutiny, seem to belong to this class. In view of the attributes of man's nature, with reference to which the law has ever on a given state of facts raised certain presumptions, the pool may fairly be said to constitute a *prima facie* case of extortion. And the fact that all non-competing stations within from fifty to one hundred miles of competing stations pay as high, or higher, rates than competing stations, though by these distances that much nearer the markets; and that, notwithstanding this state of facts, rates are so high at competing stations that railways not reaching them by their own lines by many miles, and incapable of doing so except by means of connections with circuitous lines that greatly increase the distance between the pooling points, can force their way into the pool, tends rather to confirm, than to remove, the impressions reached by this line of reasoning. The fact alone that non-competing points, though nearer the markets than competing points on the same lines of railway, pay the greater rate is such an apparent abuse and unjust exercise of the discriminatory power of the railway manager as to not only bring into great disfavor all arbitrary discriminations, pools, and combinations that produce such results, but demands the immediate attention of the law enforcing and law making powers.

DISCRIMINATIONS AMONG STATIONS AND SHIPPERS.

It is safe to assume that the railway manager is carrying freight to and from competing points on business principles, and that he is charging, at least, a reasonable compensation for his services; and, from this stand-point, it is manifestly unjust to permit him to charge a greater rate from non-competing points on the same line to the same destination for a less distance. If the manager answers that the competing rate, notwithstanding our assumption, is so low as to necessitate a higher rate from non-competing points, the sufficient reply is that that is an unjust, and should speedily be made, if not already so, an unlawful discrimination among the patrons of his road.

To state the situation approximately, the building up and developing of twenty-five towns, or stations, at the expense of the nine hundred and seventy five remaining towns or stations in the State, under this system of discrimination, is a work so palpably wrong on its face, and so in contravention of the principle that demands the greatest good to the greatest number in the establishment of laws and public policies, that it needs only to be stated to be condemned.

Another class of discrimination, and one that is the source of great and growing complaint, is the discrimination which the railway manager claims it his right to make, under the law, between the large shipper and the small one.

It is claimed by the advocates of this rule of action that the same principle applies to the general manager of a railway, in disposing his freight rates, that applies in the commerce of private individuals as to wholesale and retail dealers.

A question involving this principle came before the Board in the case of *Merrill and Keeney v. The Chicago & Northwestern Railway Co. and the C., M. & St. P. Railway Co.*

A determination of this question involved a construction of section 11, chapter 77, of the laws of 1878. A majority of the Board held the complaint of plaintiff not well founded, as said section authorized the railway manager to discriminate in making his rates between a wholesale and retail dealer, giving to the larger shipper a better rate than to the smaller.

From this conclusion the writer hereof dissented, and, for a better and more perfect knowledge of all the facts, reference is made to the case as it is reported in full in this report.

ELEVATORS.

There is complaint also in various quarters under this same head, that grain buyers owning or controlling elevators along the lines of railways, receive from railway managers rates, concessions, or drawbacks that are not allowed farmers, or men who buy and load directly from wagons into cars.

This Board, while holding in three different cases that the farmer, or track buyer, was entitled to the same rates, etc., as the elevator man, if loading in substantially the same time, promulgated a decision to the effect that a wholesale furniture dealer was entitled to better rates between same points, on same lines, for same class of

freight, than a retail dealer, for the reason that he (the wholesale dealer) shipped more cars than the retail dealer. From this decision I dissented. The elevator man and the wholesale have already, in their capital, sufficient advantage over the small shipper and dealer. For instance, without the check upon the elevator man which this Board's construction of section 11, chapter 77, laws of 1878, gives the farmer, he would be helpless in the hands of the elevator man, having to submit to just such terms as he dictated.

The right and privilege to load cars on the track from a wagon may not be one he may choose often to exercise, but it is a most wholesome one for him to have in reserve, and is indispensable to his safety.

In my opinion section 11, chapter 77, laws of 1878, already covers this point, providing that the car load shall be the basis from which to reckon rates, circumstances and conditions as to freight and distances being the same.

It would not be safe for the State to leave this vast power of discriminating between stations and individuals to the railway corporations, and I do not think it has done so. For the State to place, or permit to remain, in the hands of any person or corporation such power over the commercial and industrial interests of the people of the State, would not only be unsafe, but would be contrary to good morals. And this expression of opinion is not mine, nor is it the result of modern agitation of railway corporation questions, but is as old as the experiences of men and has furnished a rule of action for all the ages.

The law of this State bearing upon the question of discrimination by railway companies among stations and shippers is found in the three sections following. Code, 1873, Sec. 1304:

In the month of June, in each and every year, every railroad company operating a railroad in this State, shall fix its maximum rates of fare for passengers and freight, for transportation of timber, wood, and coal, per ton, cord, or thousand feet, per mile, also its fare and freight per mile for transporting merchandise, and articles of the first, second, third, and fourth classes of freight; and on the first day of July following shall put up, at all the stations and depots on its road, a printed copy of such fare and freight, and cause a copy to remain posted during the year. For willfully neglecting so to do, or for willfully receiving higher rates of fare or freight than those posted, the company shall forfeit and pay to the State of Iowa, for the use of the school-fund, not less than one hundred dollars, nor more than two

hundred dollars, to be recovered in any civil action in the name of the State; and it is hereby made the duty of the several district-attorneys, within their respective districts, to sue for and recover all sums forfeited as aforesaid; and such company shall also forfeit and pay to the person injured, double the amount of compensation or charge illegally taken, to be recovered by such person in a civil action.

Sections 11 and 12, chapter 77, laws of 1878:

SECTION 11. No railroad corporation shall charge, demand or receive from any person, company or corporation, for the transportation of persons or property, or for any other service a greater sum than it shall at the same time charge, demand or receive from any other person, company or corporation for a like service, from the same place, or upon like condition and under similar circumstances; and all concessions of rates, drawbacks and contracts for special rates shall be open to and allowed all persons, companies and corporations alike, at the same rate per ton per mile by car load, upon like condition and under similar circumstances, unless by reason of the extra cost of transportation per car load, from a different point, the same would be unreasonable and inequitable; and shall charge no more for transporting freight from any point on its line than a fair and just proportion of the price it charges for the same kind of freight transported from any other point.

SEC. 12. No railroad company shall charge, demand or receive from any person, company or corporation an unreasonable price for the transportation of persons or property, or for the handling or storing of freight, or for the use of its cars or for any privilege or service afforded by it in the transaction of its business as a railroad corporation.

The first of these sections, 1304, is in lieu of section 2, chapter 139, laws of 1862, above quoted, the validity of which was sustained by the State supreme court in the Fuller Case, 31 Iowa, 187. These two sections are substantially the same, the only material change being in the penalty imposed to enforce obedience to the law.

Section 1303, now in force, requires that in the month of June in each year railroad companies shall fix rates for passengers, and charges for transportaion of merchandise; and, on the first day of July, shall post, etc., a copy of such rates, at all their stations and depots.

This section is a necessary prelude to sections 11 and 12 of the Commissioner law in that it provides for publicity as to transportation rates. It should be borne in mind, also, that this section imposes a penalty "for receiving higher rates of fare or freight than those posted," and that this provision was in the original section

that passed the ordeal of the supreme court and received its approval.

Section 11 of the Commissioner law makes it unlawful for a railroad corporation to charge, demand or receive from any person, etc., for *any* service, a greater sum than it shall at the same time charge, demand or receive from any other person, etc., for a like service from the same place, or for a service between any other points upon like condition and under similar circumstances; and declares that all concessions of rates, etc., shall be open to all persons, etc., alike, at the same rate per ton per mile by car load, where the conditions and circumstances are alike and similar, *unless*, by reason of the extra cost of *transportation*, from a *different* point, the same would be unreasonable and inequitable; and also makes it unlawful to unjustly discriminate between stations by declaring that a railway corporation shall not charge higher rates "from any point on its line than a fair and just proportion of the price it charges for the same kind of freight transported from any other point."

Section 12, following, declares that all charges for all services by a railway corporation, including the use of its cars for the storage of freight, shall be reasonable.

Such is the law as it now stands so far as it relates to, or attempts to regulate the transportation of, freight by railways doing business in this State. Passenger fare is prescribed by another statute.

The knowledge that I have of the nature of the complaints made by the people at large against the freight railway service of this State leads me to conclude, on a careful examination of the laws in force bearing upon the question, that what we need in this State is a more rigid enforcement and observance of the laws we have, rather than the enactment of more laws. Not saying, however, that the laws, in some important particulars in this respect may not be improved upon, but what assurance have the people that new laws will be enforced if those already enacted on the same subject have grown into disuse? If pooling by parallel lines can be prohibited, and unjust discriminations among shippers and stations be prevented, a long step will have been taken in the direction of putting away the questions that now most vex the railway companies and the people.

The sections of the law I have referred to, including section 1297 on pooling, are statutes intended to accomplish these ends, and, in

my judgment, their enforcement would prove the wisdom of their enactment.

And this enforcement of the law against pooling and unjust discrimination does not mean higher rates to competing points and the now favored shipper; but it means cheaper rates to non-competing points, and to the small as well as the large shipper. It does not mean higher rates to a few towns and to a few favored shippers, to the detriment of jobbing and manufacturing interests, etc.; but it means the extension and widening of the blessings they enjoy until it will embrace all towns, all localities and classes. For instance, the enforcement of the law as it now stands means that Denison, on the Northwestern road, Defiance on the Milwaukee, Atlantic, on the Rock Island, Red Oak, on the Burlington, and Blanchard, on the Wabash shall not pay more per hundred on freight to Chicago than Council Bluffs, sixty miles farther from Chicago on the same line of road. It means that the elevator man shall not have a rebate of two or three cents per hundred weight on corn, that is not allowed the track buyer or farmer, loading from wagons on the track, even though loading in substantially the same time as the elevator man. This Board made a ruling in three separate cases, which came up from Montgomery county, on the question of the discrimination in favor of the buyer who loaded through an elevator, as against the farmer or track buyer loading from wagons. We then recommended "that like charges be made where not less than full car load lots are offered at the same station; and if any concessions or drawbacks be given, they should be open to all shippers offering freight of the same kind, in the same class, in the same line of business."

"There is no good reason," it is said in the same case, "why a farmer or merchant should not get the same rate as an elevator man gets, provided he loads substantially in the same time."— *Board Railroad Commissioners report, of 1882, p. 554.*

I have reason to believe that the above ruling of the Board has never been respected; and I take it that the ground for disregard in this instance by the railway companies is the same on which all the statutes I have quoted, including section 1297, have come to be largely, if not altogether, ignored. And this ground of objection to all these statutes, so far as they relate to freight that is the subject of inter-state commerce, is that they are void and of no effect, as they are in conflict with article 1, section 8, Constitution of the United

States, which gives to Congress the power "to regulate commerce with foreign nations, and among the several States, and with the Indian tribes." But the authorities, both State and national, are against this view. The case of *John A. Carton & Co. v. the Illinois Central Railway Co.*, 6 Am. and Eng. railway Cases, 306, and the case of *Kaliser v. The Illinois Central R. R. Co.*, recently decided by Judge McCrary, of the United States circuit court for Iowa, are cited in this connection, but they are not in point. Those cases arose under the tariff law of 1874, fixing maximum rates for the transportation of inter-state commerce. The law was held to be a regulation of inter-state commerce, and an encroachment upon the power of Congress, though Justice Beck, in the Carton case, in a dissenting opinion, announced a doctrine that would have been both eminently wise and just as law, if it had only secured the favor of a majority of the justices.

But the abuses I am discussing, and the sections of law that I have quoted as intended for their correction, belong entirely to another class. As we have already seen in an examination of *Fuller v. Chicago & Northwestern Railway Company, supra*, sections 1297 and 1304 of the Code, 1873, and sections 11 and 12 of chapter 77 of the laws of 1878, are founded upon "the authority of the State to establish all proper police regulations necessary to preserve the peace, health, morals and property of its people, and to protect them from imposition and injustice. Such laws, while they may even affect commerce, and operate upon those engaged therein, are not obnoxious to the Constitution of the United States." They "in no sense interfere with the business of the roads, or place any restriction or impediment upon the free transportation by railroads of either property or persons." Such laws are enacted for the prevention of a wrong—a crime—being committed against a citizen of the State. "An unjust discrimination," it has been well said, "is the taking of money wrongfully, as much so at common law, or under this statute, as if taken by force."

I am not saying, nor seeking to say, that it is competent for the General Assembly to pass a law to regulate charges on transportation from points within the State to points without, and *vice versa*, but am saying, or seeking to say, that it is competent for the legislature to pass a law prohibiting, under penalties, a railway company charging one person more than another for a like service, or by charging more

for a short haul than a longer one, even though the freight the subject of the charge, may go beyond the boundary of the State. In view of the importance of this question I have examined the authorities as fully and thoroughly as I am capable of doing. If the doctrine I am contending for is sound, then the State has ample power, within itself, to deal in its own way, with some of the most serious phases of the transportation question without waiting upon the slow and doubtful action of Congress.

The recent case of *The People of the State of Illinois v. The Wabash, St. Louis & Pacific Railway Company* seems to sustain the view I am contending for. And that is not all. It seems in turn to be fully sustained by the recent decisions of the United States supreme court. The fact is that an examination of the authorities will show that they go even farther than I am contending for, and, in connection with this thought especial attention is called to the case of *Peik v. The Chicago & Northwestern Railway Company*, 94 U. S. 164, where Chief Justice Waite, in delivering the opinion of the court, as respects the question involved, said: "The suits present the single question of the power of the legislature of Wisconsin to provide, by law, for a maximum charge to be made by the Chicago & Northwestern Railway Company for fare and freight upon the transportation of persons and property carried within the State, or taken up outside the State and brought within it, or taken up inside the State and carried without. * * * As to the effect of the statute as a regulation of inter-state commerce, the law is confined to State commerce, or such inter-state commerce as directly affects the people of Wisconsin. Until Congress acts in reference to the relations of this company to inter-state commerce, it is certainly within the power of Wisconsin to regulate its fares, etc., so far as they are of domestic concern. With the people of Wisconsin this company has domestic relations. Incidentally, these may reach beyond the State. But certainly, until Congress undertakes to legislate for those who are without the State, Wisconsin may provide for those within, even though it may incidentally affect those without." This is from the United States supreme court, the special guardian of the Federal Constitution, in a case wherein the point was made that the Wisconsin statute referred to, was in conflict with the Federal Constitution. Certainly the court created by that Constitution can be entrusted to administer it. Under such circumstances State

courts and State officers, whose duty it is to guard the interests of the citizens of the State as such, and to see to it that they are secure in their rights of person and property, are under no obligation to take up the task, unbidden, of limiting and restricting the power of the State, in the interest of the Federal Constitution, by a line of reasoning more illiberal than that followed by the supreme court of its own creation.

The *Railroad Company v. Husen*, 95 U. S., 465, and *Hall v. De Cuir*, Id., 485, relied upon by those seeking to curtail State authority in this behalf, were actions brought under statutes of a very different nature, and were held to be in conflict with the Constitution of the United States, for the reason, in the first case, that a certain class of inter-state commerce was prohibited altogether, and, in the other, for the reason that the statute imposed such a regulation as materially influenced and controlled the carrier in the conduct and management of his business beyond the boundaries of the State. In this connection I beg leave to submit herewith the Illinois case referred to, in full, giving a statement of the facts and the opinion of the court, together with the opinion of the court when it came for the second time before it, and ask for it and the authorities therein cited, careful scrutiny.

The People of the State of Illinois v. The Wabash, St. Louis & Pacific Railway Company.

STATEMENT OF THE CASE.

This was an action of debt brought in the court below, in the name of the People of the State of Illinois against the Wabash, St. Louis and Pacific Railway Company. The declaration contained several counts, but the alleged cause of action is substantially set forth in the first count, which is as follows:

For that whereas, heretofore, to-wit, on the 29th day of August, A. D. 1881, at, to-wit, the county of Ford, aforesaid, the said defendant was a railroad corporation, duly organized and incorporated under the laws of the State of Illinois, and was then and there owning and operating a certain railroad lying partly within the State of Illinois, and running from Peoria, in the county of Peoria, in the State of Illinois, eastward through the stations of Gilman and Sheldon, in said Iroquois county, to Toledo, in the county of Lucas, and State of Ohio, commonly known as the Wabash, St. Louis and Pacific Railroad, and was then and there doing business as a common carrier of freight and passengers upon and over said railroad, and afterwards, to-wit, on the day and year aforesaid, to-wit, at the county of

Peoria aforesaid, the said defendant, at the request of Joseph Elder and D. McKinney, partners, doing business under firm name of Elder & McKinney, and residents and citizens of said State of Illinois, carried and transported eastward, upon and over said line of railroad, owned and operated by it as aforesaid, and upon and over railroads connected with said defendants, for said Elder & McKinney, from Peoria, aforesaid, a station upon said railroad, through said Gilman to New York City, in the State of New York, a large quantity of freight, to-wit, one car load of corn, of a great weight, to-wit, of the weight of 26,000 pounds, of the goods and chattels of said Elder & McKinney, and that defendant afterwards, to-wit, on the day and year aforesaid, at, to-wit, the county of Peoria aforesaid, charged, demanded, received and collected of and from said Elder & McKinney, as and for said defendant's entire toll and compensation for the said carriage and transportation of said one car-load of corn upon and over said railroad, and said connecting lines of railroad, from said Peoria to said New York City, a large sum of money, to wit, the sum of $39. And afterwards, to-wit, on the same day and year last aforesaid, at, to-wit, the county of Iroquois aforesaid, the said defendant, at the request of Isaac Bailey and F. O. Swannell, partners, as Bailey & Swannell, and residents of said county, carried and transported for said Bailey & Swannell, eastward upon and over said line of railroad owned and operated by the said defendant as aforesaid, and upon same other lines of railroad connected therewith, over which said corn was transported from Gilman aforesaid, in the county of Iroquois, and State of Illinois, a station upon said railroad, to New York City, in the State of New York, a certain other large quantity of freight, to-wit, one car load of oil cake, of a great weight, to-wit, of the weight of 26,000 pounds, of the goods and chattels of said Bailey & Swannell, and that defendant afterwards, to-wit, on the same day and year aforesaid, at, to-wit, the county of Iroquois aforesaid, charged, demanded, received and collected of and from said Bailey & Swannell, as and for said defendant's toll and compensation for the said transportation and carriage of said one car load of oil cake last aforesaid, upon and over its said railroads, and said connecting lines of railroad, from said Gilman to said New York City, a large sum of money, to-wit, the sum of $65, which the said Bailey & Swannell then and there paid to defendant for such carriage and transportation of said one car load of cake last aforesaid, from Gilman aforesaid, to said New York City, as aforesaid.

And plaintiffs aforesaid aver that said goods and chattels—oil cake—last aforesaid, carried and transported by said defendant as aforesaid, was of like quantity, and of the same class of freight as the freight first aforesaid, to-wit: the one car-load of corn carried and transported by said defendant as aforesaid, and was carried and transported, to-wit, at the same time; and in the same direction, and over the same lines of railroad, by said defendant, as said car-load of corn hereinbefore mentioned. And the plaintiffs further aver, that the distance over and upon the line of said defendant's railroad over and upon which said corn was carried and transported from said Peoria eastward to Sheldon, a station on the line of said road near the eastern

boundary of the State of Illinois, is, to-wit, one hundred and nine miles, and that the distance from said Gilman, a station upon the line of said railroad, over and upon the line of said railroad over and upon which said car-load of oil cake was carried and transported to said station of Sheldon, near the eastern boundary of said State, is only, to-wit, twenty-three miles, and that the distance from said Gilman to said New York City, upon the route or railroads over and upon which said goods and chattels—oil cake aforesaid—were carried and transported, is less than the distance from said Peoria to the city of New York aforesaid, upon the route or railroads over and upon which said goods and chattels—corn—were transported, by eighty-six miles. And the plaintiffs further aver, that the said defendant's rate of freight so charged, collected and received as aforesaid, for the carriage and transportation of said car-load of corn from Peoria aforesaid to said city of New York, was only fifteen cents per 100 pounds per car-load, making the sum to-wit, of $39 aforesaid, and that the said defendant's rate of freight so charged, collected and received, as aforesaid, for the carriage and transportation of said car-load of oil cake, from Gilman aforesaid to said New York City, a less distance, was twenty-five cents per 100 pounds per car load, making, to-wit, the sum of $65 aforesaid. And the plaintiffs further aver, that the said defendants made, demanded, collected and received, to-wit, the same proportionate discrimination in the said rates of freight for the transportation of said goods and chattels, to-wit, said oil cake and corn, upon and over its line of railroad in the State of Illinois, that was made, demanded, collected and received, as heretofore alleged, for said transportation between said Peoria and New York City, and said Gilman and New York City, whereby, and by means of the premises aforesaid, the plaintiffs aver that the said defendant has been guilty of making an unjust discrimination in the rates of freight in the State of Illinois, in the carriage and transportation of said goods and chattels, to-wit, one car-load of corn and one car-load of oil cake aforesaid, to the great injury of the citizens of said State, and contrary to the form of the statutes of said State in such cases made and provided, and against the peace and dignity of the people of the State of Illinois, whereby an action hath accrued unto the said plaintiffs, to have and demand of and from the said defendant the sum of $5,000, parcel of the said sum above demanded."

A demurrer was sustained to the several counts in the declaration, and the people thereupon sued out this writ of error.

OPINION OF THE COURT.

Mr. Justice Craig delivered the opinion of the Court:

The declaration in this case contained several counts, but the substance of the averments in each was, that the defendant carried the same class of freight from Peoria to New York City for a less sum of money than it carried similar freight from Gilman to New York, and that Peoria was a greater distance from New York than Gilman. The decision of the court sustaining a demurrer to the declaration was no doubt predicated on the view that

the statute did not in terms apply to the transportation of property beyond the limits of the State, or that the legislature had no power to pass a law regulating charges for the transportation of property from a point within the State of Illinois to a point within the State of New York. The action was brought under Sec. 87, Rev. Stat., 1874, page 817, which declares: "If any such railroad corporation aforesaid shall make any unjust discrimination in its rates or charges of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railroad car upon its said road, or upon any of the branches thereof, or upon any railroads connected therewith, which it has the right, license or permission to operate, control or use within this State, the same shall be deemed guilty of having violated the provisions of this act, and upon conviction thereof shall be dealt with as hereinafter provided."

In order to arrive at a proper construction of this section, it should be read in connection with section 86, which precedes it. That section declares: "If any railroad corporation, organized or doing business in this State * * * shall charge, collect, demand or receive more than a fair and reasonable rate of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railroad car upon its track, or any of the branches thereof, or upon any railroad within this State which it has the right, license or permission to use, operate or control, the same shall be deemed guilty of extortion, and upon conviction thereof shall be dealt with as hereinafter provided." It will be observed that this section is not limited to railroads organized under the laws of this State, but includes all railroad companies which operate railroads in this State, regardless of the State in which they may be organized, and the language of the first part of section 87, "If any such railroad corporations shall," etc., brings all railroad corporations which operate railroads in this State within the provisions of this section, whether they may be organized under our law or under the laws of some other State. The statute seems to make no distinction whatever between a railroad organized in this State and a railroad organized in another State, and by the terms of the section the offense consists in an unjust discrimination in the rates charged,—first, for the transportation of passengers or freight of any description; second, for the use and transportation of any railroad car upon the road; third, for the use of any railroad car upon any of the branches of the road; fourth, upon any railroads connected with the road or its branches which it is authorized to use in the State. There is nothing here which would confine the unjust discrimination to charges for the transportation of property within the limits of the State. The use of the words, "within this State," in the last part of the section, cannot, by any fair construction, be held to limit the unjust discrimination mentioned in the statute to charges for the transportation of freight wholly within the State. The language, "within the State," has reference to the roads which a railroad company may operate in the State.

Reliance is placed upon the language of the first part of section 88, which declares: "If any such railroad corporation shall charge, collect or receive

for the transportation of any passenger or freight of any description upon its railroad, for any distance within this State," etc. But upon an examination of the whole section, it will be seen that it was not intended for the purpose claimed, but its main object is to provide and declare that certain things shall be *prima facie* evidence to sustain a charge of unjust discrimination.

The title of the act is referred to, in order to sustain the position of the defendant. It is true, the constitution requires the subject of an act to be embraced in the title, but the title of an act is no part of the law, and we do not understand that the title is to be regarded a question as to the intent of the legislature. At all events it can have no controlling effect. It might have a slight bearing when considered in connection with the whole act, but that is all.

Again, in arriving at a proper construction to be placed upon an act of the legislature, it is a legitimate inquiry to ascertain the purpose and object of the law, the evil to be remedied, and the wrong to be righted by the passage of the law. Now, if the object was to provide a reasonable and uniform system of rates, and one which would prohibit a common carrier from charging one person more than another, why should a system be established which would afford relief and protection when the property is to be transported from one point to another in the State, and make no provision whatever where property is to be shipped from a point within to some point without the State? It is a part of the history of the country, with which the legislature was no doubt familiar when the law was enacted, that a much larger per cent of the property shipped by rail was transported out of the State than from one point to another within the State. This being the case, it is unreasonable to believe that the legislature would provide relief in the latter case and take no action whatever to avert the evil in the former.

But it is urged, if we are correct in the view that the law is broad enough to include unjust discrimination in the rates of charges for the transportation of property from a point within to a point without the State, then the statute is in conflict with section 8, article 1, of the Federal constitution, which declares that Congress shall have the power "to regulate commerce with foreign nations, and among the several States, and with the Indian tribes." There is no doubt in regard to the right and the power of Congress to regulate commerce among the States, but a law of a State which may incidentally affect commerce among the States has never, so far as we are informed, been regarded as falling within the inhibition of the Federal constitution. In *Halt* v. *De Cuir*, 95 U. S., 487, where this question was under discussion, it is said: "There can be no doubt but that exclusive power has been conferred upon Congress in respect to the regulation of commerce among the several States." The difficulty has never been as to the existence of this power, but as to what is to be deemed an encroachment upon it: for, as has been often said, "legislation may, in a great variety of ways, affect commerce, and persons engaged in it, without constituting a regulation of it, within the meaning of the constitution."

It is no doubt true that the statute to prevent unjust discrimination in the rates of charges of railroad companies, under which this action was brought, may affect commerce, but in our judgment it cannot be said to be a law regulating commerce among the States, within the meaning of the Federal constitution. The law does not purport to exercise control over any railroad corporation except those that own or operate a railroad in the State —such companies as have domestic relations with the people of the State— and as we understand the decisions of the Supreme Court of the United States, similar laws enacted by State authority have been upheld and sustained, although such laws may affect commerce. *Peck* v. *Chicago & Northwestern Railway Company*, 94 U. S. 164, is a case in point. The Chief Justice, in delivering the opinion of the court, as respects the question involved, said: "The suits present the single question of the power of the legislature of Wisconsin to provide, by law, for a maximum of charge to be made by the Chicago & Northwestern Railway Company for fare and freight upon the transportation of persons and property carried within the State, or taken up outside the State and brought within it, or taken up inside and carried without." In regard to the act of the legislature being in conflict with the constitution of the United States, the court said: "As to the effect of the statute as a regulation of inter-State commerce, the law is confined to State commerce, or such inter-State commerce as directly affects the people of Wisconsin. Until Congress acts in reference to the relations of this company to inter-State commerce, it is certainly within the power of Wisconsin to regulate its fares, etc., so far as they are of domestic concern. With the people of Wisconsin this company has domestic relations. Incidentally these may reach beyond the State. But certainly, until Congress undertakes to legislate for those who are without the State, Wisconsin may provide for those within, even though it may indirectly affect those without."

A similar question arose in *Chicago, Burlington & Quincy Railroad Company* v. *Iowa*, 94 U. S. 155, and it is there said: "The objection that the statute complained of is void, because it amounts to a regulation of commerce among the States, has been sufficiently considered in the case of *Munn* v. *Illinois*. This road, like the warehouse in that case, is situated within the limits of a single State. Its business is carried on there, and its regulation is a matter of domestic concern. It is employed in State as well as inter-State commerce, and until Congress acts, the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be indirectly affected."

But it is said the cases cited are not authority, as the question involved here did not, and could not, arise in those cases. In the *Peck case*, one of the allegations of the bill upon which complainant relied to defeat the law of the State was, "that the 18th section is a regulation of inter-State commerce"; and in the argument before the Supreme Court, one of the points relied upon, as shown in the statement of the case, was as follows: "The

act is a regulation of inter-State commerce, and for that reason unconstitutional." In the other case (*Chicago, Burlington & Quincy Railroad Company* v. *Iowa*), we find a similar allegation in the bill, and the same question raised in the argument. When a question is presented by a bill in equity, urged and relied upon in the argument, and passed upon by the court in the opinion, it cannot with reason be said that the point was not involved, and the opinion of the court on the question is *obiter*. The question was made by the pleadings, urged by counsel, and decided by the court. Under such circumstances we perceive no good reason why the decision of the court may not be relied upon as authority. The statute in question, as before observed, was not passed for the purpose, or with the view, of regulating commerce among the States—its object was to reach railroad companies which derived their powers to transact business from this State—those that were organized under the laws of this State, and those that were organized in another State and doing business in this State. The regulation imposed by the statute is a matter of domestic concern, pertaining to the people of the State and the railroads of the State. The Wabash railroad company, which was sued in this case, is engaged in State as well as inter-State commerce, and, as was said in the *Burlington case*, *supra*, the State must be permitted to adopt such rules and regulations as may be necessary for the promotion of the general welfare of the people within its own jurisdiction, even though in so doing those without may be incidentally affected. Should Congress, under the provisions of the constitution which authorizes the regulation of commerce among the States, pass a law regulating the charges of all railroads engaged in inter-State commerce, it may be that the law of this State might then be confined to charges for the transportation of property wholly within the State; but no such law has been passed, and that question does not arise here.

In conclusion, we are of opinion that the question involved is controlled by the decisions in the two cases cited, which, so far as we can find, have not been modified by any subsequent decision of the Supreme Court of the United States.

The judgment of the circuit court will be reversed, and the cause remanded.

Judgment reversed.

Separate opinion by Mr. Justice Walker:

The legislature has the power to regulate the schedule of charges for passengers and freight, under the 15th section of article 11 of our constitution. In pursuance of that power it adopted the 87th section of the chapter entitled "Railroads and Warehouses." That section provides, that "if any such railroad corporation aforesaid shall make any unjust discrimination in in its rates or charges of toll, or compensation for the transportation of passengers or freight of any description, or for the use or transportation of any railroad car upon its said road, or upon any of the branches thereof, or any railroad connected therewith, which it has the right, license or permission

to operate, control or use within this State, the same shall be deemed guilty of having violated the provisions of this act, and upon conviction thereof shall be dealt with as hereinbefore provided."

The averment in the declaration is, that defendant in error, at the times stated, shipped freight of the same grade or class for a less rate from Peoria to New York than from Gilman to New York, the latter named place being a shorter distance than the former. When it is remembered that both cities are on the line of the road of defendant in error, and the freight shipped from Peoria to New York passed through Gilman to reach its destination, it is apparent that there was a discrimination against Gilman, or the person who shipped from that point. The map shows, that by that road Gilman is between eighty and one hundred miles nearer New York than Peoria. The haul of the freight in this State from Peoria to the Indiana line was over one hundred miles, and from Gilman to that line about twenty-five miles. Thus it is seen that the service rendered for the shipper in Peoria in this State, was four times, at least, greater than for the shipper from Gilman. This was a discrimination against the shipper at the latter place, he being charged at the rate of more than four times as much for the same service within this State, and comes clearly within the provisions of the section. This stands confessed by the demurrer.

But it is insisted that the discrimination may have been made after the freight passed beyond the boundary of the State. This presumption, if there could be such a presumption, is repelled by the averment that defendant in error made the charges complained of by plaintiffs in error. If the company undertook to make rates, it must have been because it had the authority from the lines beyond the limits of the State. We will and must presume that the rates beyond the State line to New York were the same on the same class of freight, and, if so, then it inevitably follows that the company discriminated in favor of the longer haul, and against the shorter one, for services in this State, and that brings the case within the statute, and renders the company liable. I, for these reasons, concur in the decision of the court in this case, reversing the judgment of the court below.

DECISION ON THE MERITS.

This cause having been sent back to Ford county, and judgment being rendered against the railroad company, the case was again brought to the Supreme Court, at the January term, and tried upon its merits.

The court sustained the principle laid down in their former decision, and on January 29, 1883, filed the following opinion:

Per Curiam: We see no reason to depart from the conclusion reached in this case when it was here before. (See *People* v. *W., St. L. & P. Ry. Co.*, 104 Ill., 476.

But, to avoid misapprehension, we deem it desirable to state explicitly that we disclaim any idea that Illinois has any authority to regulate commerce in any other State. We understand, and simply hold, that, in the absence of anything showing to the contrary, a single and entire contract to

carry for a gross sum from Gilman in this State to the city of New York, implies, necessarily, that that sum is charged proportionately for the carriage on every part of that distance. And that a single and entire contract to carry for a gross sum from Peoria in this State to the city of New York, implies the same thing; and that, therefore, when it is shown that there is charged for carriage, upon the same line, less from Peoria to New York, the greater distance, than from Gilman to New York, the less distance, and nothing is shown to the effect that such inequality in charge is all for carriage entirely beyond the limits of the State, a *prima facie* case is made out of unjust discrimination under our statute, occurring within our State. We hold that the excess in the charge for the less distance presumably affects every part of the line of carriage between Gilman and the State line, proportionally with the balance of the line.

The judgment is affirmed.

I have gone into this matter to the length I have for the reason that the notion seems to have become prevalent that the laws of our State are void and inoperative for the purpose of correcting *any* abuses in connection with the transportation of freight that is the subject of inter-state commerce. If the authorities I have cited be sound, and of that there seems no reasonable doubt, the statutes of our own State are quite sufficient for the correction of the abuses of the common carrier against our own citizens, for, with pooling prohibited to the end that fair competition may establish rates at reasonable compensation for the services rendered, and all unjust discrimination among stations and persons prevented by a rigid enforcement of the law, the abuses of the transportation system most prevalent, and of which there is most complaint, will be largely corrected. It may be that more power will be needed for the enforcement of the law against unjust discrimination, and unreasonable freight charges, inasmuch as the idea so largely obtains that the laws of the State on this subject are of no effect where inter-state commerce is involved. In view of these considerations, and the various and constant complaints that are being made of the violation of sections of the law above quoted, prohibiting pooling and unjust discrimination, it would seem to be but right and strictly within the line of duty enjoined, for the proper law officers of the State to be directed to inquire into these subjects, and where deemed best, institute suits, if found necessary, to enforce obedience to the law.

The settlement of these questions will be worth to the State all it will cost. It is of the highest importance that questions like these

reach speedy settlement, to the end that the people may know where and how to seek redress for their grievances.

Doubt as to jurisdictional questions under our complex system of government, as a rule, inures to the benefit of the wrong doer only, and the people can well afford all it costs to remove at the earliest practicable moment all such doubts.

All of which is respectfully submitted.

A. R. ANDERSON,
Railroad Commissioner.

ADDENDA.

Some of the suggestions embodied in the following addenda, while in the main they are approved by the other members of the Commission, contain, nevertheless, shades of opinion differing somewhat from some of the previous holdings of the Board, and it was thought best to have them appear as they do.

L. S. COFFIN,
Commissioner.

We take it for granted that all appreciate the great convenience, as well as the immense and indispensable value the railroads are to the State, and to every individual citizen of it. They have been mighty factors in developing the wonderful resources of this most wonderful State. With the introduction of the railway, Iowa leaped to the front rank as an agricultural State. The farmers have felt their influence and power more than any other class.

In dealing, as we have in the following pages, so plainly and frankly with the specific subjects taken up, we have done so with the firm conviction we are consulting the highest good of the real owners of railroad property as well as that of those these railroads were built to serve.

A broad and comprehensive view of both railroad corporations and their rights and the rights and wants of the people reveals no real antagonism of interests.

Especially is this so with the producing classes and the roads. The prosperity of the one leads to the best good of the other.

A wise and judicious management of a railroad will always endeavor to use every means possible for the most rapid development of all the rural districts.

There has been a vast amount of misapprehension on both sides. Each has been led to think that the other was hostile to its interests. There is too much of this feeling at the present time. It is the duty

of this Commission, so far as it is able, to plainly point to the causes of this hostility where causes exist, and to show the groundlessness of it when causeless, and so bring about a better state of feeling between producer and carrier.

In our investigations we find faults sometimes on both sides, but we must express our great satisfaction at the readiness with which both parties yield to the right when made clear by mutual investigation. A few moments of explanation and interchanging of views have settled what at first seemed very aggravated cases which threatened to develop into long and expensive law-suits.

There is an almost limitless field of investigation and close study for a railroad commission to explore.

Their position is such that, while they may not be able to see any more clearly than railroad men themselves what is needed for the safety of the men employed on trains, or what is needed in the way of conveniences and accommodations by the public, yet having no money interest in these things, they may be more ready to conclude that such and such inventions, or improvements, that tend to these ends should be adopted—adopted for the public convenience and as preventives to the many sad accidents that now attend train men.

Another of the duties of the Commissioners would seem to be this, viz.: As much as their office duties would allow, they should often go over the roads of the State, at all times of the day and night, and at all seasons of the year, that they may know by actual experience and observation both the comforts and discomforts of railroad travel; to stop off at stations often and quietly note the treatment the traveling public receives at the hands of the employes of the railroad companies, as well as the treatment this same public gives to the roads.

In this way, and only in this way, can a Board of Commissioners become able to give intelligent recommendations to railroad managers, to the authorities and law-making powers of the State.

Hence, then, in taking up the subjects discussed in the following pages, let it be kept in mind that it is done with no partisan or prejudiced feelings, but that the best good of all is the sincere intent and object aimed at.

The Commissioners appreciate the delicate yet heavy responsibility that attaches to their position, and the uses that may be made of the recommendations that may be found in this report.

We would then most respectfully call attention to, and ask, a candid consideration of the following matters as presented:

SUNDAY TRAINS.

Reasons why all Sunday trains should be abandoned where practical to do so.

In the first place, moving trains on the Sabbath are demoralizing. Say what we may about the old puritanic laws of New England, the glory of this nation are her Sabbaths and the influences growing out of their observance.

We do not feel called upon to offer any apology for the command, "Remember the Sabbath day to keep it holy." As surely as it is for man's highest good to labor six days in the week, just so surely is it good for him to have the seventh day for rest.

The intelligent christianity and high civilization of this day, which are in great part the products of the Sabbath and of Sabbath institutions, forbid questioning the right the laboring man has to this one day of rest, or the good it brings to him. However, before discussing the right of labor to this seventh day of rest, we will consider this question of the demoralizing effect of running Sunday trains.

Our State is in a very large sense a rural—an agricultural one. Small towns will, in the near future, stud it all over with their one or more church spires pointing upward. The church bells will ring out on Sunday morning, calling not only the villagers, but the farmers for miles around, up to the house of prayer and worship. What more out of place and discordant at such an hour than the thunder and roar of the long freight train as it goes rattling by the very vestibule of the church? Often, too, there is a great deal of switching, side-tracking and passing of trains, taking up the entire time of the church service. Certainly this is and will be a nuisance that should be abated. Again, where trains come and go on Sunday, there is always more or less gathering of the people at the station, and especially of the boys of the towns. Among these are sure to be some of the worst elements of the neighborhood, and their influence is anything but good on these boys gathered there and who would not be but for the expected train. In short, Sunday trains are demoralizing from any point of view we may look upon them. They disturb worshiping assemblies; they cause others to work and be absent from church who would otherwise be there; they demoralize the

young by bringing them unnecessarily in contact with the low and vicious, and they gradually undermine the reverence and regard for the Sabbath day that all should cultivate.

Again, as a general rule Sunday trains are unnecessary. When sifted to the bottom, every reason urged for Sunday trains rests on mere mercenary grounds, and can with equal propriety be urged for any other kind of work.

If railroad corporations work on the Sabbath day, will not private individuals soon be following their example, and will it not be only a question of time when the institutions of the Sabbath will be undermined and the morals of the whole people greatly lowered?

Again, does not *public safety* demand that Sunday trains should not be allowed? No man can keep up continuous work, with no intervals of Sabbath rest, and be at his best at all times.

Without question, it is a law of man's nature that he must have at least his one day in seven to be devoted to needed rest and to the wants of his higher social, intellectual and religious nature. Will the train men who are worked continuously without due regard to the law demanding rest on the Sabbath, or the one day in seven, be so alert and in the fullest possible play of all their powers and so be on their guard and watchful carefulness to avoid accidents as they could and would were this law of our being and this law of the Sabbath, which are one and the same, duly observed?

We are inclined to think that the history of railroad accidents will bear us out in this statement, and that instances are not wanting where train men, overworked, have been overcome with desire to sleep at critical moments and serious accidents have resulted.

We are aware that railroad managers are not the only ones who are to blame in this matter. An over-exacting and inconsiderate public has not had a due regard to what it owes to the train men in this matter.

Many a man who would not think of doing business or of working on the Sabbath day, has unthinkingly allowed himself to be a party to this desecration of its hours by demanding that his car of live stock should be on its way to market so as to reach it the first part of the coming week, even if that car had to be run on Sunday, while he and his family were at church and much exercised, it may be, over the wants of the heathen who have no Sabbath or Sabbath institutions, forgetting all the while he was doing his best to make

heathen of the train men by making them break the Sabbath that his car of hogs might reach the best market. The public owes it to these train men, that it so regulate its business and its travel, that this class of public servants shall have the uplifting and healthful influence of home life during the quiet and restful hours of the Sabbath day. These men are, from the very nature of their calling, almost strangers at home. How many of them are away so early in the morning and back so late at night they are strangers to their own children. Certainly they should be allowed the one day in seven, that God has Himself set apart for rest, to be with their families and to go with them, when they so wish, to the place of worship of their choice, and then not to have the holy stiliness of that hallowed spot broken in upon by the clank of passing trains.

This much, surely, the public owes to these its public servants. We need not stop here to remind any one how faithfully these men serve us, or how much the public owes to them, or how much depends on their untiring watchfulness and skill. All through the long hours of the night, while passengers are asleep or resting perfectly unmindful of danger, these engine men are at their posts, peering constantly ahead to see if the track is clear, and ever on the alert to carry in safety those they have in charge, free from the accidents a moment's carelessness might court. We repeat it, then, the public, who is so faithfully served by these men, night and day for six days in the week, should demand it of itself and of the railroad managers, and, if necessary, of the law-making and law-enforcing powers, that this one day of the seven—the Sabbath—should be sacred to these brave and true men, for themselves, for their families, and the rest and recuperation they so richly earn.

Should it be said that train men could not possibly be so situated as to be at their own homes if allowed exemption from duty on Sunday, I have only to reply by asking, would not a very little considerate management on the part of those in authority in railroad work plan so that train men could have their runs so arranged that Saturday night would find them, as a rule, at their home stations?

Again: It is expected that our laws shall work equally on all branches of business, and over all classes of men. The general pulse of business is supposed to stop on the Sabbath day. Should a merchant or farmer disregard this law, he would be dealt with at once.

Why should these corporations be treated differently in this respect than private citizens?

The real question before the people of Iowa in this matter is simply this, and nothing less than this: Do the people want to preserve the Sabbath, and Sabbath institutions and influence, as understood in the common acceptance of these words? If so, then must public sentiment be persistent in its demand that this increasing profanation of its hours by unnecessary railroad work and travel be stopped, or it will gradually and surely, by its potent influence, lead to its utter disregard and secularization.

This is a far more serious question than may at first blush appear. we commend it to the thoughtful attention of railway managers, to the public, and to the executive and law-making powers.

RAILROAD MANAGERS.

Right here, perhaps, is the place to say some things, generally overlooked. Writers and speakers often refer to railroad corporations in such a way as to mislead and confuse. The public somehow get the idea that the presidents, superintendents, or managing officers of the roads, are the corporations. They seem to forget there is a "stock-holding public" (to use the words of Charles Francis Adams), back of these men, and that these officers are merely the employes, the hired servants of the corporations, as well as, and in a very important sense, too, officers of great trusts for the general public at the same time. It must ever be borne in mind that these officers are at one and the same time acting agents for three different and distinct parties: the stockholders, the general public, and the large and important numbers who are classed as railroad employes.

The presidents and the superintendents are as much the employes of a railroad company as are the engine men and the brakemen, only the first are employed directly by the company, and made the overseers and the employers of the other men.

The most of these men in the higher positions have gone up, step by step, from the lower until they have reached the higher and responsible positions they now hold. This is as it should be; they, knowing all the rounds of the ladder, at the top of which they now stand, can sympathize with, and realize the wants of, those on the rounds below, and at the very foot. Still it may be no small part

of the duties of a railroad commission to remind these men at the top of their obligations to those below.

A manager of a railroad wants to make the best showing possible to the owners of the road, his immediate employers. He has a reputation to make or sustain for making the road he manages profitable for those who hire him. He may, or he may not, be designing to remain in their employ for any great length of time. He may be ambitious to gain the same position, as now held by him, in a much larger field, and, to gain the desired end, he *may* forget or ignore his obligations to the other two classes who have claims upon him, viz., the general public and the employes. He could in this way make it burdensome upon the public by exorbitant rates, and oppressive upon the employes by unreasonable hours of work. The individual members of the corporation that employs him may be entirely ignorant of the methods used by him, or, if known to them, might not be approved.

It may not be amiss to dwell for a moment longer on the threefold nature of the obligations resting upon these managers of railroads, and especially that part which the general public have in it. These railroads do not belong wholly, but only in part, to the stock-holding public. The general public have a certain proprietary interest in them from the fact of its yielding up to them certain great rights and privileges. This interest of the general public can only be guarded by direct legislative action, or by the creation of a commission, who shall be charged with this responsibility.

Hence it becomes the duty of a railroad commission to inquire carefully into the management of the railroads of the State, in order that it can intelligently recommend such legislation as will tend to secure the rights of the general public, of the stockholders, and that of the employes, from mismanagement, if any should be found to exist. The public has somehow stood in awe of these head managers of roads, and have allowed, in some instances, its rights to be trampled upon, the stockholders to be wronged, and the rights of the employes to be ignored.

These men are men of brains and of great executive ability, as they should be to stand at the head of such wide reaching and complex business as is theirs to manage. Still in legislating on railroad matters these men must be regarded only as the agents, not only of the real owners of the road, but also as public State officers, in a

sense such as will enable the public through direct legislative action, or through commissions appointed for that purpose, to review their acts, and so supervise and control them that the public shall receive its proper service, and the rights of the employes be respected.

This, then, is the province of a board of commissioners, to so control the acts of the managers of railroads as to secure to all these three classes their just rights.

This leads to the discussion of one of the most important and perplexing questions connected with the carrying business of the State.

DISCRIMINATION.

That question is nothing less than this: Shall all the people of the State share equally, so far as their location will allow, in the advantages of railroad carriage?

One of the crowning glories of Iowa is that she is bound, sooner or later, to be dotted all over with small, thriving and intelligent towns, or rather, villages. These towns will be the centers of trade and the market places for enterprising and thrifty farmers within a radius of a few miles of these villages. Comparatively few of these towns will have more than one railroad to take away the products and bring in the goods for that town and the surrounding community.

The question is, should these numberless small towns have rates so that farmers can haul their products to them, and get as good prices for them as in towns as far or farther from the main market, on the same line of road, but which have competing lines of road?

We unhesitatingly answer, yes.

Our reasoning is this: In the first place the public has given great privileges to railroad companies for the very purpose of having these same roads for the *public* good. The producers of the State are in a great measure the public. They, too, are the ones who have in reality given more to these roads than any other class.

Has not every farmer who has taken a homestead inside the railroad grants virtually given eighty acres of that homestead to the railroads? And every man who has taken a pre-emption given $1.25 more an acre for that pre-emption than he would had he gone outside the grant? Do not the men who buy odd sections in these grants pay from three to ten dollars per acre for his farm which he could have got by homestead or pre-emption had no grant been

made? Have not these farmers thus done their part in a contract, implied though it may be, that promised them equal and reasonable shipping facilities and rates?

A station is established within easy distance of a man's farm. Ten or twenty miles farther away from his farm, and also farther away from the market to which he naturally sends his products, there is another town having competing roads to this same market. His station has only one. Now shall the railroads at the competing station give such rates as shall compel that farmer to haul his produce these extra ten or twenty miles in order to get the price the market will really bear, or what he would have received at his own station did the railroad carry his stuff over the shorter distance as cheaply as they do over the longer distance, but from the competing point?

One of the great arguments used in favor of granting lands and aids to railroads has been this, viz.: The nature of the soil in this State is such that in some seasons of the year the wagon roads must necessarily be bad if much used in hauling heavy loads, and to have railroads, with stations at convenient distances, would obviate this heavy tax of drawing the farm products so far over these bad roads. This was one of the considerations in making grants, vesting rights and voting aids to railroads. Now shall the farmers have what they have paid for and expected?

We are well aware of the arguments used in favor of the less comparative expense of the long haul, and of all that can be said of the saving of time in running *through* trains, and of the bother and expense of setting out and picking up single cars at these way stations. Still does this alter the obligations of the contract, implied, if not specified, when the right of eminent domain was yielded, and the grants of land were made, and the money aid voted, and the private donations paid, that all should have fair and equal facilities?

Do not the farmers, who are naturally contributory to these way and non-competing stations, have rights in this matter? It certainly seems to the Commissioners that the railroads should consider the reasonableness of the complaints made by the producers naturally contributory to these non-competing points. When it is remembered that these discriminations in rates are sometimes the arbitrary rulings of freight agents, who, from the very nature of their positions and occupations, can have but little sympathy with the farmers, and

also that these agents are the mere hired men of corporations whose individual members may live so far outside of our State as to know nothing of the rulings of these agents, or of the difficulties and obstacles farmers meet with in opening up this country so as to make their railroading possible, the tyranny of such discriminations becomes all the more odious and unbearable, and the need of interference by proper authorities all the more clear and urgent.

The Commissioners are aware of the delicacy of their position in thus taking this ground.

They are aware that certain concessions must necessarily be made to a large class of through or trans-continental freight. It should not be expected that the freight rates of this State should be controlled by that brought to our roads by the long trunk lines reaching to the oceans and to the gulf. All that can be reasonably asked in these matters is, that all the producers of the State should have fair and equal rates, as the very law creating the Commission and defining its powers seems to have in view. See last clause of section 11, chapter 77, of the Seventeenth General Assembly, which, referring to railroads, reads: "And shall charge no more for transporting freight from any point on its line than a fair and just proportion of the price it charges for the same kind of freight transported from any other point."

We have dwelt thus somewhat at large on this subject of discrimination as it affects the producing classes. It may not be amiss to discuss, for a moment longer, discrimination as it affects the towns.

Keeping in mind the position taken in the preceding pages, we would respectfully ask, should it be any part of a common carrier's business to lend his aid and influence to build up one town to the detriment of another? The mass of the producing classes are best accommodated by a multiplicity of convenient trading towns, though they may be small. These small towns are as contributory to the larger towns as the farmers are to the small ones. All the natural flow of business, from the producers to the small towns and from these to the large towns, should be untouched by the arbitrary rulings of common carriers.

These carriers, or, as it is now in our State, the railroad corporations, have been granted extraordinary gifts and powers for the very purpose of serving the general public as *common carriers*. This is their proper and legitimate business, and when they step outside of

this and by a system of discriminations destroy, or even interfere with, the natural flow of business of the towns and producers who have created and empowered them, and whose creatures they are, then should not the power that granted to them extraordinary rights and privileges step in and say: "Thus far shalt thou go and no farther"?

The great fact stands out clear and distinct, that the very existence of the railroads in the State is a result of a solemn compact between the public and these corporations. The public yielded up its rights and granted large subsidies for the purpose of having the cheapest and most convenient carrying system possible, and that, too, without any interference with its natural laws of trade and commerce.

Does not then public policy demand that railroad companies which have accepted charters under these conditions and with these expectations in the mind of the general public, viz.: that every station should have fair and equal rates according to its location, should now fulfill their part of the contract?

If it be a fact (which is much doubted) that rates have been cut down so low at these competing points that there is no profit in hauling the freight from these way stations at the same or lower rates, then we would say, let the tariff be revised.

It may be held by all those best informed in these matters, that the rates now charged from these non-competing points are fair and reasonable; yet so long as it is a patent fact that stations at competing points, and farther from the same market sought, have less rates, the common man doing business at these non-competing points will feel that he is unjustly discriminated against.

We would suggest to railroad corporations whether or not, in the long run, the good-will of their patrons would not be really of more worth to them than the little extra freight charges made by this kind of discrimination.

UNION DEPOTS.

One of the conveniences demanded for the public good, is a system of union depots in towns where two or more roads center or cross. Each road maintaining its own separate depot, necessitates the employment of a small army of transfer men and teams (when the aggregate is considered). This is a great burden and source of annoyance to the public, that should be remedied. When one looks forward

into the coming years and considers the teeming thousands that are to travel, and attempts to realize the inconvenience and the unnecessary expense inevitable to this system of separate depots, compelling the great traveling public, through all hours of the day and night, through storm and sunshine, to be carted across towns from one depot to another, it does seem the part of wisdom and economy and a realization by railroad companies of what is due to a patronizing public, to give it union depot facilities.

Such depots once built, the trouble is over for all time. The trouble and expense, though large it may be in some places, is *once*, and then it is over; but on the other hand, with separate depots for each road, the annoyance is constant and perpetual and the expense without end. The Commission would not be understood as recommending legislation that would compel the roads of the State to build these union depots *forthwith*.

The Board fully appreciates the expense and the difficulties involved in such a course. What they recommend is this: that the roads should so shape their future policy as looking to this desirable end, so that in the very near future this much-needed convenience should be awarded to the public.

The Board is decided in its opinion, however, upon this point, and must insist that steps be taken without unnecessary delay, to reach so reasonable and economical a consummation.

CONVENIENCES AT CROSSINGS.

One of the most prolific causes of complaint coming before the Board is the apparent unwillingness of some of the railroad companies to give the necessary accommodations at crossings. The Commission feel that the traveling public should not be made to suffer on account of any petty jealousies of rival roads.

While it appreciates how a road already built, with stations established, may feel a justifiable ambition to build up its own business at the towns already established, yet, when it does become necessary for a needed road to cross its line, and a station is about to be established on the new line, at or near the crossing, it would be but a very small matter, as far as expense is concerned, for both roads to unite in union facilities for changing passengers from one road to another. We would therefore respectfully submit whether there should not be such legislation as shall in the future forestall all such causes of com-

plaint; and also again suggest that, in making outlays for depot grounds and buildings in towns, regard should henceforth be had to the recommendations hereinbefore made as to union depots.

NO INDEPENDENT RIGHTS IN RAILWAYS.

It should always be understood that no railroad company has an exclusive right in any one of the roads of the State, as a man may have an exclusive right of property to a horse, or to a farm. In a very important sense the State has a joint ownership in every road. The public has an ownership in the railways, such as to enable it to secure to itself all the privileges and conveniences the road is supposed capable of giving.

It also has such a right to the control of the managers of the roads that it can say to them they must not curtail any of the accommodations the public has a right to demand, for the sake of building up private enterprises of their own, by favoring certain locations to the detriment of others.

FENCING RAILROADS.

In the opinion of the Commission there should be no delay in fencing all railroads in counties where the stock law is not in force.

There is not so much *urgent* need of fencing in counties where the herd law is in use. In them, through the grazing months the stock is supposed to be under the eye of a herder. Yet, even then the stock is often allowed to get upon the track, to the great annoyance and danger to the train men and passengers. In counties where stock is allowed to run at large, the danger is constant and imminent.

The reason given for not fencing is, that it is cheaper to pay for the stock killed than to fence.

This is so low and mercenary an excuse it is not worthy of notice. When the lives of human beings are offset against the saving of a few paltry dollars and cents, such an excuse should be treated with the contempt it deserves.

The farmers of this State, in non-herd-law counties, are obliged to fence against roving stock. We can see no good reason why railroad property should be an exception to this rule, and the more especially so when so much danger is incurred in the latter case.

It may be said that some of the railroads are so poor they are unable to fence. While this may be a misfortune, still is it any more of

a hardship to compel a poor railroad to fence its land than to make a poor farmer fence his?

HIGH RATES, OR SUPPOSED HIGH RATES.

There is one very serious and significant fact the Board feel they must recognize. There is a feeling in the general mind against the supposed, or real, encroachments of corporations upon the rights of the people. The impression seems to prevail that more is paid for the conveniences and privileges given by corporations than a fair and reasonable return on the outlay or original investment. We do not say that the general public is always correct in its estimate of the investments made, or of the dividends received. The feeling referred to, nevertheless, exists in the public mind. The feeling is, in short, that too high rates are charged. If there is real cause for the existence of this feeling, it should be carefully sought out and removed. If causeless, that fact also should be as carefully learned and shown to the people.

Should not our railroad managers ever keep in mind that they are running roads in a nation the most intelligent of any on the globe? The people the railroads serve are the peers of the men who run them. We here know and acknowledge no superior classes, and so peculiar are the relations the public holds to the railways of the country it feels it is its privilege to know, when it so wishes, what are the inside workings of these roads.

The intelligence of the general public is such that it will sooner or later come to at least an approximate knowledge of what the cost of the roads should be, and what would be a fair compensation for the services rendered. The people of this State are proverbial for being fair minded, and willing always to pay a reasonable price for what they receive. We think this constant distrust and suspicion which lurks in the minds of the people against railroad corporations, and which can be so easily fanned into a flame of hate by unprincipled and designing men who may not have anything to lose in any social disturbances they might be able to bring about, is altogether unnecessary.

This distrust comes from what has been supposed to be the rule (taken in its bad sense) for railroad carriage, viz.: that the rate should be all that the articles carried would bear and still be produced for traffic. We do not say this supposition on the part of the public

is correct. We merely allude to the fact of its existence as a ground for the suggestion we wish to make.

Would it not be the part of wisdom and deep sagacity on the part of railroad men to solve as soon as may be this problem, viz.: How cheaply can the different staple articles of freight traffic be carried and give a fair return for the money invested? We are fully of the opinion that the people of this State are competent to be trusted with this knowledge. They are willing to pay a fair price for any such service rendered. What is wanted is more confidence given from one to the other. When this confidence is once established, all this friction and hard feeling now existing and causing so much bad blood will be done away. When once it could be understood that the underlying principle on which managers were to run their roads was this of doing the work the cheapest possible, we feel assured that such an impetus would be given to all the producing interests as would be highly satisfactory to railroad men, because of the large increase of the volume of business brought to the roads.

It has been a matter of surprise to thinking men that this policy has not been the rule with railroad officials. So profoundly convinced are we of the desiraqleness of this line of policy, and of its healthful influence on the public mind, we cannot refrain from urging these views upon the attention of all, both that of the public and of railroad management.

OBJECTIONABLE LITERATURE SOLD ON TRAINS.

We would respectfully suggest to railroad officials, if it would not be well to give a more careful scrutiny to the kind of books and papers the newsboys are allowed to offer for sale on the trains. Has not the public a right to expect that our wives and daughters can travel on these public highways without any danger of being offended or insulted, by being importuned to buy such literature as we would not tolerate in our parlors at home? We do not deem it best to specify any particular periodical or book, but consider it sufficient to thus call attention to this matter.

COMPILATION

OF

RAILROAD RETURNS.

TABLE I.

CAPITAL STOCK.

RAILROADS.	Miles.	Paid in.	Per mile.	Common.	Preferred.	Amount held in Iowa.	No. of stock-holders.	No. of stock-holders in Iowa.
Burlington, Cedar Rapids & Northern	702.48	$ 5,500,000.00	$ 7,843.00	$ 5,500,000.00	$	$	650	
Central Iowa	410.52	7,718,500.00	18,801.00	5,643,700.00	2,074,800.00	86,000.00	877	9
Chicago, Burlington & Quincy	4,264.86	69,650,246.51	16,331.10	69,650,246.51			6,500	
Chicago, Burlington & Kansas City	152.50	8,000,000.00	51,803.00	8,000,000.00				
Kansas City, St. Jo. & Council Bluffs	310.99	5,735,656.71	18,354.10	5,735,656.71		68,775.00	5,732	75
St. Louis, Keokuk & Northwestern	185.81	3,420,000.00	18,401.00	2,070,000.00	1,350,000.00	720,000 00	85	64
Chicago, Milwaukee & St. Paul	4,514.22	44,445,244.00	9,846.00	27,904,261.00	16,540,983.00	1,400.00	1,269	2
Chicago & Northwestern	3,065.75	61,633,320.53	20,103.83	39,308,865.97	22,324,454.56	1,600.00	1,449	6
Chicago, Iowa & Nebraska	81.84	3,916,200.00	47,851.91	3,916,200.00		256,700.00	464	8
Cedar Rapids & Missouri River	274.01	7,620,000.00	27,809.20	6,850,400.00	769,600 00	110,600.00	573	23
Des Moines & Minneapolis	57.34	922,600.00	16,089.99	922,600.00		400.00	13	4
Maple River	118.01	658,000.00	5,018.22	658,000.00		162,800 00	136	6
Chicago, Rock Island & Pacific	1,117.19	41,960,000.00	37,182.10	41,960,000.00		189,800.00	2,335	22
Keokuk & Des Moines	162.20	4,125,000.00	25,431.50	2,600,400.00	1,524,600.00			
Chicago, St. Paul, Minneapolis & Omaha	1,108.40	29,332,926.64	25,000.00	18,572,993.33	10,759,933.31		1,024	
Crooked Creek	8.50	71,500.00	8,411.76	71,500.00		28,600.00	5	2
Des Moines & Fort Dodge	137.83	5,041,280.00	36,578.67	4,283,000.00	758,280.00		90	
Dubuque & Dakota	63.20	569,300.00	9,008.00	159,300.00	410,000.00	569,300.00	28	24
Humeston & Shenandoah	112.53	4,026,000.00	35,778.07	4,026,000.00		2,013,000.00	6	3
Illinois Central								
Cedar Falls & Minnesota	75.58	1,586,500.00	20,991.00	1,586,500.00			84	
Dubuque & Sioux City	142.89	4,999,950.63	35,039.90	4,999,950.63		30,200.00	402	7
Iowa Falls & Sioux City	183.69	4,625,000.00	25,170.12	4,625,000.00		43,000.00	505	9
Minneapolis & St. Louis	355.00	9,752,000.00	27,470.42	5,752,000.00	4,000,000.00		272	
Ottumwa & Kirkville	5.00	150,000.00	30,000.00	150,000.00		150,000.00	2	2
Prairie du Chien & McGregor	2.00	100,000.00	50,000.00	100,000.00			5	
Sioux City & Pacific	107.42	2,068,400.00	19,255.26	1,899,400.00	169,000.00	29,800.00	84	10
Wabash, St. Louis & Pacific	2,747.80	50,346,000.00	18,322.33	27,312,800.00	23,033,200.00			
NARROW GAUGE ROADS.								
Burlington & Northwestern	38.77	143,141.41	4,377.10	143,141.41		143,141.41	337	337
Burlington & Western	47.20							
Des Moines, Osceola & Southern	85 00	461,100.00	5,000.00	461,100.00		305,600.00	37	32
St. Louis, Des Moines & Northern	38.93	722,750.00		387,750.00	335,000.00	193,875.00	7	6
Cedar Rapids & Marion Street Railway	8.00	60,000.00	7,500.00	60,000.00		60,000.00	20	20
Total	20,685.48	379,360,616.43	18,339.46	295,310,765.56	84,049,850.87	5,164,591.41	22,991	671

TABLE II.

DEBT.

RAILROADS.	Miles.	Funded debt.	Unfunded debt.	Total debt.	Debt per mile.	Stock and debt.	Stock and debt per mile.
Burlington, Cedar Rapids & Northern	702.48	$ 9,964,000.00	$ 714,921.59	$ 10,678,921.59	$ 15,658.24	$ 16,178,921.59	$ 23,722.75
Central Iowa	410.52	7,044,000.00	.....	7,044,000.00	17,158.72	14,762,500.00	35,960.50
Chicago, Burlington & Quincy	4,264.88	62,519,550.00	.....	62,519,550.00	14,659.15	132,169,796.51	30,990.25
Chicago, Burlington & Kansas City	152.50	.....	473,321.08	473,321.08	3,103.74	8,473,321.08	55,562.76
Kansas City, St. Jo & Council Bluffs	310.99	5,777,174.51	.....	5,777,174.51	18,486.95	11,512,831.22	36,841.05
St. Louis, Keokuk & Northwestern	185.81	3,180,000.00	258,848.25	3,438,848.25	19,594.00	6,858,848.25	39,081.75
Chicago, Milwaukee & St. Paul	4,514.22	91,097,000.00	698,720.29	91,795,720.29	20,336.00	136,240,964.29	30,182.00
Chicago & Northwestern	3,065.75	77,321,000.00	5,181,553.27	82,502,553.27	26,666.61	144,135,873.80	46,770.44
Chicago, Iowa & Nebraska	81.84	193,500.00	1,872.78	195,372.78	2,387.25	4,111,572.78	50,239.16
Cedar Rapids & Missouri River	274.01	3,614,000.00	100,972.88	3,714,972.88	13,557.80	11,334,972.88	41,367.00
Des Moines & Minneapolis	57.34	.....	.....	.....	10,463.90	922,600.00	26,553.89
Maple River	118.01	869,500.00	230,925.72	1,100,425.72	9,324.85	1,692,625.72	14,343.07
Chicago, Rock Island & Pacific	1,117.19	17,500,000.00	.....	17,500,000.00	15,507.31	59,460,000.00	52,689.41
Keokuk & Des Moines	162.20	2,750,000.00	.....	2,750,000.00	16,954.50	6,875,000.00	42,386.00
Chicago, St. Paul, Minneapolis & Omaha	1,108 40	20,265,487.50	.....	20,265,487.50	15,000.00	49,598,414.14	40,000.00
Crooked Creek	8.50	.....	24,098.16	24,098.16	2,835.08	95,598.16	11,246.84
Des Moines & Fort Dodge	137.83	3,070,000.00	78,000.00	3,148,000.00	22,841.38	8,189,280.00	59,420 05
Dubuque & Dakota	63.20	630,000.00	.....	630,000.00	9,968.51	1,199,300.00	19,005.00
Humeston & Shenandoah	112.53	2,684,000.00	.....	2,684,000.00	23,852.06	6,710,000.00	59,630.13
Illinois Central	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	75.58	1,587,000.00	.....	1,587,000.00	20,997.62	3,173,500.00	41,988.62
Dubuque & Sioux City	142.89	870,000.00	.....	870,000.00	6,110.72	5,869,950.63	41,064.48
Iowa Falls & Sioux City	183.69	2,947,500.00	141,863.34	3,089,363.34	16,818.35	7,712,863.34	41,988.48
Minneapolis & St. Louis	355.00	7,381,000.00	1,441,343.21	8,822,343.21	24,851.67	18,574,343.21	52,322.09
Ottumwa & Kirkville	5.00	117,550.00	26,041.98	143,591.98	28,719.00	293,591.98	58,719.00
Prairie du Chien & McGregor	2.00	.....	.....	.....	.....	100,000.00	50,000.00
Sioux City & Pacific	107.42	3,775,320.00	2,112,597.45	5,887,917.45	54,812.11	7,956,317.45	74,067.37
Wabash, St. Louis & Pacific	2,747.80	70,724,224.15	8,136,036.04	78,860,260.19	28,700.10	129,206,260.19	47,022.43
NARROW GAUGE ROADS.							
Burlington & Northwestern	38.77	220,000.00	12,000.00	232,000.00	5,984.00	375,141.41	9,675.81
Burlington & Western	47.20	.....	.....	.....	.....	.....	.....
Des Moines, Osceola & Southern	85.00	810,000.00	.....	810,000.00	7,000.00	1,271,100.00	12,000.00
St. Louis, Des Moines & Northern	38.93	303,000.00	.....	303,000.00	8,000.00	1,025,750.00	28,000.00
Cedar Rapids & Marion Street Railway	8.00	.....	.....	.....	.....	60,000.00	7,500.00
Total	20,685.48	397,214,806.16	19,633,116.04	416,847,922.20	20,151.71	796,141,238.63	38,487.92

TABLE III.

COMPARATIVE TABLE OF CAPITAL STOCK FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, 1882, AND 1883.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	1883.
Burlington, Cedar Rapids & Northern	$ 5,500,000.00	$ 5,500,000.00	$ 5,500,000.00	$ 5,500,000.00	$ 5,500,000.00	$ 5,500,000.00
Central Iowa	5,071,055.00	5,071,055.00	150,000.00	4,324,800.00	5,820,000.00	7,718,500.00
Chicago, Burlington & Quincy	27,729,916.51	30,992,956 57	52,203,676.51	55,692,096.51	63,256,096.51	69,650,246.51
Chicago, Burlington & Kansas City	1,793,700.00	1,793,700 00	1,793,000.00	.....	.....	8,000,000.00
Kansas City, St. Jo & Council Bluffs	2,789,413.66	2,789,413.66	2,796,356.71	3,205,356.71	5,735,656.71	5,735,656.71
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,420,000.00	3,420,000.00
Chicago, Milwaukee & St. Paul	38,524,448.50	40,280,748.50	36,499,934.00	28,354,744 00	35,509,744.00	44,445,244.00
Chicago & Northwestern	36,933,650.53	36,933,650.53	36,967,100.53	58,568,150.53	60,211,650.53	61,633,320.53
Chicago, Iowa & Nebraska	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00	3,916,200.00
Cedar Rapids & Missouri River	7,620,000.00	7,620,000 00	7,620,000.00	7,620,000 00	7,620,000.00	7,620,000.00
Des Moines & Minneapolis	165,190.29	166,500 00	303,900.00	459,207.20	906,300.00	922,600.00
Maple River	658,000.00	658,000.00	658,000.00	658,000.00	658,000.00	658,000.00
Chicago, Rock Island & Pacific	29,435,200.00	30,235,200.00	46,085,000 00	41,960,000.00	41,960,000.00	41,960,000.00
Keokuk & Des Moines	.....	.....	.....	4,125,000.00	4,125,000.00	4,125,000 00
Chicago, St. Paul, Minneapolis & Omaha	2,800,000.00	2,800,000.00	9,200,000 00	12,560,000.00	29,333,166.66	29,332,926.64
Crooked Creek	71,500.00	71,500.00	71,500.00	71,500.00	71,500.00	71,500.00
Des Moines & Fort Dodge	4,000,000.00	1,843,100 00	1,843,100.00	3,758,280.00	3,758,280.00	5,041,280.00
Dubuque & Dakota	.....	.....	565,000.00	566,000 00	568,600.00	569,300.00
Humeston & Shenandoah	.....	.....	.....	.....	.....	4,026,000.00
Illinois Central	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	1,586,500 00	1,586,500.00	1,586,500.00	1,586,500.00	1,586,500.00	1,586,500.00
Dubuque & Sioux City	4,999,950.62	4,999,950.62	5,000,000.00	4,999,300.00	5,000,194.45	4,999,950.63
Iowa Falls & Sioux City	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00	4,625,000.00
Minneapolis & St. Louis	.....	7,800.00	2,120,200 00	.....	9,588,700.00	9,752,000.00
Ottumwa & Kirkville	.....	.....	.....	.....	.....	150,000.00
Prairie du Chien & McGregor	.....	.....	.....	.....	.....	100,000.00
Sioux City & Pacific	2,068,400.00	2,068,400.00	2,068,400 00	2,068,400 00	2,068,400.00	2,068,400.00
Wabash, St. Louis & Pacific	1,460,075 00	1,460,075.00	42,448,700.00	43,651,800.00	49,959,700.00	50,346,000.00
NARROW GAUGE ROADS.						
Burlington & Northwestern	135,442.43	138,025.89	139,986.46	143,143.91	143,316.41	143,141.41
Burlington & Western	.....	.....	.....	.....	.....	.....
Des Moines, Osceola & Southern	.....	.....	.....	.....	201,500.00	461,100.00
Ft. Madison & Northwestern	.....	.....	40,000.00	40,000.00	315,100.00	.....
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	722,750.00
Cedar Rapids & Marion Street Railway	.....	.....	.....	18,000.00	60,000.00	60,000.00
Total	$ 183,488,642.54	$ 185,614,375.77	$ 264,482,954.21	$ 288,713,878.86	$ 345,918,605.27	$ 379,360,611.43

TABLE IV.

COMPARATIVE TABLE OF DEBT, FOR THE YEARS ENDING JUNE 30, 1878, 1879, 1880, 1881, 1882 AND 1883.

RAILROADS.	1878.	1879.	1880.	1881.	1882.	1883.	Rate of interest on Indebtedness.
Burlington, Cedar Rapids & Northern	$ 6,797,382.10	$ 6,500,000.00	$ 7,274,413.54	$ 8,464,387.18	$ 9,314,617.07	$ 10,678,921.59	5, 6, 7
Central Iowa	4,905 644.99	4,892,000.00	3,806,200.00	3,700,000.00	5,739,000.00	7,044,000.00	6, 7, 10
Chicago, Burlington & Quincy	26,634,825.00	26,753,725.00	29,073,625.00	50,852,225.00	59,860,750.00	62,519,550.00	4, 5, 6, 7, 8
Chicago, Burlington & Kansas City	3,688,000 00	3,688,000.00	3,697,653.00	.....	4,593,305.77	473,321.08	.....
Kansas City, St. Jo. & Council Bluffs	7,509,128.72	8,072,715.93	7,489,474.51	8,307,474.51	5,777,174.51	5,777,174.51	6, 7
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	3,398,393.87	3,438,848.25	6
Chicago, Milwaukee & St. Paul.	36,048,383.39	38,491,230 26	49,960,021.12	74,615,000.00	85,236,846.60	91,795,720.29	5, 6, 7, 7 3-10, 8
Chicago & Northwestern	34,641,914.26	34,647,044.05	41,862,246.29	63,071,736.18	69,563,306.63	82,502,553.27	5, 6, 7, 8
Chicago, Iowa & Nebraska	727,000.00	676,900.00	635,258.84	470,665.97	378,224.26	195,372.78	7
Cedar Rapids & Missouri River	3,831,241.32	3,781,632.90	3,708,262.56	3,722,840.79	3,714,534.78	3,714,972.88	7
Des Moines & Minneapolis	329,902.33	390,718.75	455,925.32	406,000.00	607,805.00	.....	7
Maple River	503,087.50	552,706.88	612,924.10	590,941.60	603,820.39	1,100,425.72	5, 6, 7
Chicago, Rock Island & Pacific	18,093,274.98	17,750,000.00	17,750,000.00	17,500,000.00	17,500,000.00	17,500,000.00	6, 7
Keokuk & Des Moines	.....	.....	.....	2,750,000.00	2,750,000.00	2,750,000.00	5
Chicago, St. Paul, Minneapolis & Omaha	2,866,500.00	2,634,240.00	5,695,428.17	7,070,811.96	19,546,675.00	20,265,487.50	6, 7, 8, 10
Crooked Creek	.....	40,000.00	20,000.00	20,000.00	24,098.18	24,098.16	6
Des Moines & Fort Dodge	2,178,000.00	2,210,700.00	2,210,750.00	2,350,000.00	2,438,800.00	3,148.000.00	5, 6
Dubuque & Dakota	.....	.....	593,588.50	685,234.39	630,000.00	630,000.00	6
Humeston & Shenandoah	.....	.....	.....	.....	.....	2,684,000.00	7
Illinois Central	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	1,506,500.00	1,506,500.00	1,478,000.00	1,587,000.00	1,587,000.00	1,587,000.00	7
Dubuque & Sioux City	882,000.00	882,000.00	882,000.00	881,500.00	872,000.00	870.000.00	7
Iowa Falls & Sioux City	2,952,294.56	3,051,904.56	3,090,697.82	3,090,857.32	3,091,874.82	3,089,363.34	7
Minneapolis & St. Louis	.....	86,000.00	2,900,818.49	.....	7,541,501.75	8,822,343.21	6, 7
Ottumwa & Kirkville	.....	.....	.....	.....	.....	143,591.98	6
Sioux City & Pacific	4,405,679.77	4,405,818.69	3,588,077.05	5,057,384.31	5,643,107.21	5,887,917.45	6
Wabash, St. Louis & Pacific	1,800,000.00	1,800,000.00	41,539,561.73	52,171,558.82	75,080,328.62	78,860,260.19	7
NARROW GAUGE ROADS.							
Burlington & Northwestern	60,000.00	65,000.00	220,000.00	220,000,00	226,700.00	232,000.00	7, 8
Des Moines, Osceola & Southern	.....	.....	.....	.....	280,000.00	810,000.00	7
Ft. Madison & Northwestern	.....	.....	.....	.....	228,363.55	.....	.....
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	303,000.00	6
Total	160,360,759.52	162,979,836.42	228,551,426.04	307,585,618.03	386,228,328.01	416,847,922.20	

TABLE V.

COST.

RAILROADS.	Miles.	Road.	Road per mile.	Equipment.	Equipment per mile.	Total for Road and Equipment.	Total per mile.	Proportion for Iowa.
Burlington, Cedar Rapids & Northern	702.43	$ 12,136,260.03	$ 17,795.10	$ 1,890,138.43	$2,771.46	$ *14,414,306.03	$ 21,135.34	$ 13,965,602.68
Central Iowa	410.52	14,589,784.65	35,540.00	551,200.00	1,326.00	15,140,984.65	36,882.00	15,140,984.65
Chicago, Burlington & Quincy	3,165.07	112,162,854.02	35,437.64	17,453,389.32	5,514.36	129,616,243.34	40,952.00	.....
Chicago, Burlington & Kansas City	152.50	8,340,183.35	54,700.00	109,894 56	573.86	8,450,077.91	55,403.78	4,225,038 95
Kansas City, St. Jo & Council Bluffs	310.99	10,791,446.89	34,532.63	1,360,218.75	4,352.70	12,151,665 64	38,885.33	2,248,058.13
St. Louis, Keokuk & Northwestern	185.81	6,404,989.11	36,495.66	409,092.50	2,201.78	6,811,081.61	38,826.67	2,044,224.48
Chicago, Milwaukee & St. Paul	4,514.22	.....	.....	.....	.....	139,836,627.30	30,978.00	40,891,525.93
Chicago & Northwestern	3,065.75	.....	.....	.....	.....	137,317,674 52	44,790.89	22,550,421 47
Chicago, Iowa & Nebraska	81.84	.....	.....	.....	.....	4,662,572.29	56,971.80	4,662,572.29
Cedar Rapids & Missouri River	274.01	.....	.....	.....	.....	11,459,491.59	41,821.44	11,459,491.59
Des Moines & Minneapolis	57.34	.....	.....	.....	.....	1,418,850.25	27,744.51	1,418,850.25
Maple River	118.01	.....	.....	.....	.....	1,768,617.19	14,987.01	1,768,617.19
Chicago, Rock Island & Pacific	1,117.19	50,931,468.04	45,558.90	7,155,331.41	5,183.45	58,086,799.45	51,993.66	39,474,653.98
Keokuk & Des Moines	162.20	.....	.....	.....	.....	.....	.....	.....
Chicago, St. Paul, Minneapolis & Omaha	1,108.40	.....	.....	.....	.....	48,481,573.03	48,077.72	3,695,253.56
Crooked Creek	6.50	.....	.....	.....	.....	71,500.00	8,411.76	71,500.00
Des Moines & Fort Dodge	137.83	.....	.....	.....	.....	8,437,536.17	61,216.10	8,437,536.17
Dubuque & Dakota	63.20	1,213,427.94	19,200.00	37,694.35	600.00	1,251,122.29	19,857.00	1,251,122.29
Humeston & Shenandoah	112.53	2,251,781,68	20,011.03	287,620.95	2,556.02	2,539,402.63	22,567.05	2,539,402.63
Illinois Central	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Falls & Minnesota	75.58	3,173,500.00	41,988.62	.....	.....	3,173,500.00	41,988.62	3,173,500.00
Dubuque & Sioux City	142.89	5,621,112.71	39,337.33	.....	.....	5,621,112.71	39,337.33	5,621,112.71
Iowa Falls & Sioux City	183.69	7,585,000.00	41,292.40	.....	.....	7,585,000.00	41,292.40	7,585,000 00
Minneapolis & St. Louis	355.00	15,934,176.62	44,885.00	2,048,870.17	5,771.47	17,983,046.79	50,656.47	7,142,562.27
Ottumwa & Kirkville	5.00	64,365.22	12,873.05	33,000.00	6,600.00	97,365.22	19,473.05	97,365.22
Prairie du Chien & McGregor	2.00	100,000.00	50,000.00	.....	.....	100,000.00	50,000.00	12,500.00
Sioux City & Pacific	107.42	.....	.....	.....	.....	5,459,897.46	50,827.57	4,094,302.98
Wabash, St. Louis & Pacific	2,747.80	.....	.....	.....	.....	116,483,557.83	33,449.22	12,841,155.56
NARROW GAUGE ROADS.								
Burlington & Northwestern	38.77	331,363.70	7,977.16	61,884,58	1,183.26	393,248.28	10,143.36	393,248.28
Burlington & Western	47.20	481,732.27	10,206.19	83,968.90	1,036.64	565,701.17	11,985.19	565,701.17
Des Moines, Osceola & Southern	85.00	1,134,100.00	11,328.23	137,000 00	1,611.77	1,271,100 00	13,000.00	1,271,100.00
St. Louis, Des Moines & Northern	38.93	1,025,750.00	28,000.00	.....	.....	1,025,750.00	28,000.00	1,025,750.00
Cedar Rapids & Marion Street Railway	8.00	54,955.44	6,869.43	15,958.33	1,994.77	70,913.77	8,864.22	70,913.77
Total	19,585.67	$ 254,328,251.67	$ 13,036.50	$ 31,635,262.25	1,615.23	$ 761,749,319.12	$ 38,893.20	$219,739,068.19

* Discrepancy of $387,907.57.

TABLE VI.

EARNINGS.

RAILROADS.	PASSENGER DEPARTMENT.					FREIGHT DEPARTMENT.		Miscellaneous earnings.	Total earnings.	Proportion for Iowa.	Earnings per mile of road operated.
	Passenger.	Express, etc.	Mails.	Total.	Per train mile.	Freight.	Per train mile.				
Burlington, C. R. & N.	$ 602,129 17	$ 25,457.89	$ 42,383.84	$ 729,970.90	.908	$ 2,060,167.86	1.232	$ 60,714.90	$ 2,850,853.66	$ 2,729,746.88	$ 4,091.11
Central Iowa	235,443.57	13,517.88	15,270.60	264,232.05	1.251	915,204.24	1.303	50,624.19	1,230,060.48	1,230,060.48	2,838.03
Chicago, Burlington & Q.	1,450,637.50	70,627.12	98,830.84	1,620,095.46	1.57	4,829,908.39	1.55	58,845.34	6,508,849.19	6,508,849.19	7,879.99
Chicago, B. & K. C.	60,730 65	6,094.07	8,835.52	75 660 24	.....	161,837.47	.....	6,870.60	244,368.21	148,854.73	1,276.08
Kansas C., St. Jo. & C. B.	513,371.38	27,345.70	41,234.66	581,951.74	1.08	1,353,340.06	2.26	78,819.53	2,014,111.33	261,443.76	6,192.93
St. Louis, Keokuk & N.	151,029.44	13,702.33	19,839.86	184,571.63	.....	272,357.68	.....	5,775.08	462,704.39	138,811.30	3,401.98
Chicago, Milwaukee & St. P.	5,588,232.14	569,499.78	427,031.92	6,584,763.84	1.35	15,151,242.30	1.59	202,427.93	21,938,434.07	4,721,144.34	4,947.77
Chicago & Northwestern.	6,212,478 98	416,137.28	425,353.00	7,053,969.26	1.4223	16,957,017.28	1.706	240,353.20	24,251,339.74	6,008,980.35	6,882.40
Chicago, Rock Island & P.	3,212,476.16	269,138.09	222,188.34	3,703,802.59	1.56	7,849,255.61	1.55	589,871.82	12,142,930.02	6,931,834.92	8,369.24
Chicago, St. Paul, M. & O.	1,347,287.82	99,619.56	65,746.98	1,512,654.36	1.6492	3,572,918.90	1.5933	342,961.42	5,428,534.68	320,975.93	4,676.00
Crooked Creek	376.15	.....	361.62	737.77	.....	7,466.70	.....	.....	8,204.47	8,204.47	965.23
Des Moines & Fort Dodge.	89,197.28	4,553.85	5,149.40	98,900.53	.95	211,327.02	1.78	4,829.33	315,056.88	315,056.88	2,170.94
Dubuque & Dakota	12,272.83	423.52	2,937.62	15,633.97	.....	54,124.18	.....	2,443.72	72,201.87	72,201.87	1,142.42
Humeston & Shenandoah.	17,560.49	1,770.24	1,845.22	21,175.95	.58	122.472.51	1.04	231.17	143,879.63	143,879.63	1,278.62
Illinois Central	582,276.06	22,652.58	45,163.05	650,071.69	1.51	1,293,228.00	1.37	18,795.38	1,962,095.07	1,962,095.07	4,832.15
Minneapolis & St. Louis	319,211.57	22,200.18	23,858.38	365,270.13	1.03	1,285,087.04	1.27	.....	1,650,357.17	415,853.56	3,929.42
Ottumwa & Kirkville	1,708.90	14.11	.....	1,723.01	1.723	23,609.88	2.53	482.66	25,815.55	25,815.55	2,111.07
Prairie du Chien & McG.	.....	.....	.....	.....	.....	.....	.....	56,251.00	56,251.00	7,031.35	28,125.50
Sioux City & Pacific	306,990.31	19,211.34	30,888.22	357,089.87	1.6597	677,026.49	2.17	27,744.66	1,061,861.02	389,919.70	2,510.54
Wabash, St. Louis & Pacific	3,991,309.54	614,935.11	372,149.46	4,978,394.11	.98	11,944,065.15	1.32	310,522.63	17,232,981.89	1,899,763.10	4,948.59
NARROW GAUGE ROADS.											
Burlington & Northwestern	10,776.80	820.60	1,466.94	13,064.34	.....	24,838.09	.8674	2,668.75	40,571.18	40,571.18	724.71
Burlington & Western	3,294.08	129.39	.....	3,423.47	.....	12,682.77	.3456	1,294.05	17,400.29	17,400.29	370.00
Des Moines, Osceola & S.	14,194.80	504.82	1,816.87	16,516.49	.....	45,982.10	.....	109.50	62,608.09	62,608.09	736.57
St. Louis, Des Moines & N.	16,293.01	450.87	.....	16,743.88	.....	35,779.33	.....	185.07	52,708.28	52,708.28	1,254.96
Cedar Rapids & M. St. R'y.	19,213.18	110.85	132.25	19,456.28	.....	.....	.....	87.59	19,543.87	19,543.87	2,442.98
Total	24,818,471.81	2,198,917.16	1,852,484.59	28,869,873.56	.....	68,860,939.05	.....	2,062,909.52	99,793,722.03	34,433,354.77	5,386.42

TABLE VII.

OPERATING EXPENSES.

RAILROADS.	Miles operated.	Maintenance of way.	Motive power and cars.	Conducting transportation.	General expenses.	Total.	Per mile of road.	Per train-mile.	Proportion for Iowa.	Taxes paid in Iowa.	Rent of track.
Burlington, Cedar Rapids & N...	713.87	$ 570,783.31	$ 319,154.43	$ 853,906.13	$ 222,432.05	$ 1,966,275.92	$ 2,883.10	.7945	$ 1,923,717.76	$ 72,282.27	$ 14,699.94
Central Iowa	415.58	227,151.64	114,797.36	326,030.82	127,470.09	795,449.91	1,914.05	.87	795,449.91	34,240.07	6,000.00
Chicago, Burlington & Quincy....	818.53	931,811.58	639,431.02	1,612,883.61	836,511.12	4,020,637.33	4,912.02	.96	4,020,637.33	166,509.25	146,687.17
Chicago, Burlington & K. C..	191.50	92,012.37	25,200.57	97,690.27	34,509.16	249,412.37	1,302.31	.....	151,849.35	4,320.33	12,000.00
Kansas City, St. Jo. & C. B...	312.49	305,715.55	157,955.34	580,228.80	143,706.37	1,187,606.06	3,800.34	1.04	221,749.83	.....	.....
St. Louis, Keokuk & N.....	185 81	150,120.02	67,075.91	182,939.60	42,994.40	443,129.93	3,258.07	.....	132,937.70	2,273.13	10,186.81
Chicago, Milwaukee & St. Paul ..	4,514.22	2,678,144.36	2,224,620.97	6,323,016.84	2,098,202.66	13,323,984.83	3,004.96	.96	3,478,550.27	83,872.41	.....
Chicago & Northwestern.....	3,584.10	3,459,912.49	2,342,816.91	7,201,463.18	1,305,392.08	14,309,584.66	4,101.64	.9605	4,057,998.55	145,313.01	1,578,052.93
Chicago, Rock Island & Pacific ..	1,380.42	1,563,819.98	996,076.76	3,289,014.57	1,105,526.24	6,954,437.55	5,037.91	.94	4,172,662.53	179,263.68	451,958.14
Chicago, St. Paul, M. & O.....	1,142.30	760,770 06	563,462.79	1,770,758.72	487,788.21	3,582,779.78	3,294.24	1.1340	200,625.00	15,153.21	30,837.30
Crooked Creek.....	8.50	6,444.00	592.85	4,998.05	1,766.27	13,801.17	1,623.66	.....	13,801.17	539.77	.....
Des Moines & Fort Dodge.....	142.90	66,426.41	23,655.29	96,296.03	45,966.96	232,344.69	1,625.92	1.04	232,344.69	14,949.37	3,499.88
Dubuque & Dakota.....	63.20	18,191.57	2,710.19	21,656.59	8,214.55	50,772.90	818.90	.....	50,772.90	3,753.88	551.88
Humeston & Shenandoah	112.52	39,610.53	10,053.83	56,354 00	10,359.03	116,377.39	1,034.22	.75	116,377.39	1,301.74	4,275.48
Illinois Central.....	402.16	287,288.50	142,204.71	499,677.91	183,467.43	1,112,638.55	2,766.65	.81	1,112,638.55	66,700.00	770,784.24
Minneapolis & St. Louis.....	355.00	237,175.04	232,335.68	680,712.56	170,199.95	1,320,423.23	3,143.56	.97	333,772.26	10,280.87	.....
Ottumwa & Kirkville.....	12.00	1,149.71	554.76	6,977.77	3,767.10	12,449.34	1,037.61	1.245	12,451.34	282.65	6,388.62
Prairie du Chien & McGregor....	2.00	37,979.47	.....	19,255.70	9,433.70	66,668.87	33,334.44	.....	8,333.61	92.25	.....
Sioux City & Pacific.....	418.54	278,095.78	87,202.12	270,394.94	192,254.29	827,947.13	2,010.00	1.5706	271,738.06	10,841.89	138,303.23
Wabash, St. Louis & Pacific	3,482.40	2,270,491.46	1,885,485.93	5,879,277.83	1,961,130.48	11,996,385.70	3,444.86	.838	1,322,481.75	17,784.05	1,238,357.65
NARROW GAUGE ROADS.											
Burlington & Northwestern.....	52.30	8,861.62	3,890.73	14,138.00	5,561.90	32,442.25	620.31	.7457	32,442.25	159.21	5,365.05
Burlington & Western	81.20	4,280.68	1,100.61	10,840.05	811.54	17,032.88	209.76	.3655	17,032.88	.....	2,668.75
Des Moines, Osceola & Southern.	85.00	13,068.00	9,517.92	17,623.16	8,677.10	48,906.18	575.38	.....	48,906.18	.....	.....
St. Louis, Des Moines & Northern	42.36	17,850.47	4,066.76	22,176.53	33,484.15	77,577.91	1,847.00	.....	77,577.91	520.34	.....
Cedar Rapids & Marion St. R'y ..	8.00	4,274.70	2,819.49	11,432.64	2,074.50	20,601.33	2,575.17	.....	20,601.33	222.29	.....
Total	18,526.90	14,031,449.30	9,856,772.93	29,849,744.30	9,041,701.33	$ 62,779,667.86	3,388.57	.....	22,827,450.50	830,655.67	4,420,457.07

TABLE VIII.

SUBDIVISION OF EXPENSES IN OPERATING ROADS.

RAILROADS.	Repairs of roadbed and track.	Renewal of rails.	Renewal of ties.	Repairs of bridges, culverts, etc.	Repairs of fences, road crossings, etc.	Repairs of buildings.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Fuel for locomotives.
Burlington, Cedar Rapids & N.	$ 327,698.59	$ 51,672.99	$ 66,018.17	$ 44,051.47	$ 29,911.32	$ 51,430.77	$ 164,373.59	$ 37,421.47	$ 117,359.37	$ 229,973.85
Central Iowa	109,180.69	22,703.28	32,617.96	27,021.38	4,407.61	29,242.56	57,164.04	8,940.08	48,693.24	79,057.68
Chicago, Burlington & Quincy	735,186.06	.....	.....	128,377.46	30,577.50	37,670.56	293,076.86	.....	346,354.16	.....
Chicago, Burlington & K. C.	60,319.56	.....	.....	28,410.61	1,012.95	2,269.25	15,622.25	.....	9,578.32	.....
Kansas City, St. Jo. & C. B.	156,123.48	67,160.13	48,982.71	.....	5,077.31	28,371.92	72,031.37	23,460.82	62,463.15	73,926.40
St. Louis, Keokuk & N. W.	109,693.67	.....	.....	32,622.10	3,405.21	4,399.04	23,038.27	.....	44,037.64	.....
Chicago, Milwaukee & St. Paul	2,067,033.58	.....	.....	314,761.28	72,213.41	224,136.09	896,966.41	.....	1,327,654.56	1,811,079.09
Chicago & Northwestern	1,721,631.18	364,117.72	269,205.51	544,173.60	127,383.09	433,401.39	923,577.93	521,154.93	898,084.05	1,974,079.89
Chicago, Rock Island & Pacific	921,300.93	65,358.99	179,783.71	242,241.39	43,954.03	111,180.93	350,184.86	162,417.47	483,474.43	660,983.52
Chicago, St. Paul, M. & O	439,693.91	52,837.77	85,209.55	83,086.00	33,502.49	66,440.34	236,870.13	91,280.21	235,312.45	627,842.65
Crooked Creek	2,435.00	2,208.90	1,074.75	689.60	.....	35.75	592.85	.....	.....	981.00
Des Moines & Fort Dodge	40,785.66	.....	9,406.15	5,076.02	639.25	10,519.33	18,127.21	3,138.77	2,389.31	19,381.73
Dubuque & Dakota	15,863.64	.....	.....	1,810.48	14.57	502.88	1,674.97	258.47	776.75	6,298.59
Humeston & Shenandoah	36,278.54	.....	.....	2,385.47	13.75	932.77	5,196.83	179.76	4,677.24	13,573.04
Illinois Central	161,766.99	48,360.52	33,233.79	26,927.52	5,003.99	11,995.69	58,217.47	31,360.25	52,626.99	131,576.41
Minneapolis & St. Louis	182,066.28	7,667.60	13,671.56	18,073.47	1,821.57	13,874.56	114,765.57	23,802.23	93,767.88	189,466.61
Ottumwa & Kirkville	962.44	.....	.....	187.27	.....	.....	463.69	8.25	82.82	857.08
Sioux City & Pacific	119,377.45	71,280.93	49,158.96	17,712.38	1,832.54	18,733.52	38,439.17	19,258.00	29,504.95	86,954.29
Wabash, St. Louis & Pacific	1,601,367.81	.....	.....	351,986.09	85,800.95	231,336.61	769,070.35	252,727.21	863,688.37	982,175.03
NARROW GAUGE ROADS.										
Burlington & Northwestern	8,110.42	.....	.....	407.98	30.00	312.22	1,518.11	.....	2,362.62	3,853.88
Burlington & Western	4,223.35	.....	.....	49.57	.....	7.76	550.29	.....	550.32	3,905.45
St. Louis, Des Moines & N.	15,334.81	.....	.....	1,572.01	9.75	933.90	2,620.09	.....	1,446.67	3,537.76
Cedar Rapids & Marion St. R'y	4,128.59	.....	.....	.....	.....	146.11	2,819.49	.....	.....	3,312.47
Total	8,840,562.63	753,363.83	788,362.82	1,871,623.15	446,611.29	1,277,873.95	4,046,961.80	1,175,407.92	4,624,885.29	6,902,816.42

TABLE VIII—CONTINUED.

RAILROADS.	Water supply.	Oil and waste.	Locomotive service.	Passenger train service.	Passenger train supplies.	Mileage of passenger cars—debit balance.	Freight train service.	Freight train supplies.	Mileage of freight cars—debit balance.	Telegraph expenses.	Loss and damage of freight and baggage.
Burlington, Cedar Rapids & N.	$ 9,121.18	$ 25,635.-0	$ 183,960.38	$ 34,369.07	$ 12 420 28	$ 5,744.18	$ 119,888.22	$ 17,079.96	$ 13,861.73	$ 33,805.33	$ 8,332.21
Central Iowa	5,535.85	10,297.91	78,089.67	11,656.47	3,037 61	907.04	51,149.99	6,339.37	14,436.67	13,028.65	451.20
Chicago, Burlington & Quincy	38,841.14	.....	832,676.17	330,460.28	.....	.....	.....	.....	.....	83,826.41	6,646.12
Chicago, Burlington & K. C.	3,643.47	.....	40,823.61	.....	.....	.....	15,467.18	.....	11,235.13	5,667.11	134.53
Kansas City, St. Jo & C. B.	14,893.49	4,252.14	124,597.80	28,150.35	4,691.72	.....	56,303.55	9,380.59	33,119.28	14,942.02	2,707.76
St. Louis, Keokuk & N. W.	5,112.77	.....	70,487.70	.....	.....	.....	31,192.34	.....	.....	7,783.44	3,453.79
Chicago, Milwaukee & St. P.	.....	244,656.45	1,305,030.08	265,863.60	44,280 59	.....	531,367.05	88,561.34	.....	.....	40,915.02
Chicago & Northwestern	91,281.87	216,600.01	1,346,269.94	270,807.52	55,866 14	5,909 60	619,311.50	26,822.46	110,232.06	287,693.04	69,209.94
Chicago, Rock Island & P.	65,408.17	44,958.10	626,941.63	144,543 12	22,900 55	107,771.17	267,659.39	40,415.85	138,376.53	121,477.34	9,573.04
Chicago, St. Paul, M. & O.	30,368.80	26,842.11	326,503.17	57,591.65	11,454.95	17,067.03	172,108.56	13,640.65	.....	73,846.00	39,459.61
Crooked Creek	468.00	238.60	1,404.00	.....	.....	.....	745 00	36.50	162.70	12.75	.....
Des Moines & Fort Dodge	2,147.75	3,154.23	21,552.17	4,387.00	682.33	523.02	11,014.60	510.19	2,587.19	2,156.91	450.61
Dubuque & Dakota	199.50	529.30	3,480.28	.....	.....	.....	2,743.64	.....	.....	302.73	127.80
Humeston & Shenandoah	2,540.91	1,081.97	13,944.15	2,334.96	321.05	.....	8,206.43	1,605.26	.....	10.10	383.22
Illinois Central	11,914.58	6,423.69	97,942.61	27,078.60	10,422.64	.....	53,617.94	12,515.72	16,952.65	17,859.11	1,739.19
Minneapolis & St. Louis	15,134.41	17,214.45	151,562.58	.....	26.412.71	2,607 38	81,337.44	.....	.....	24,473 48	8,050.97
Ottumwa & Kirkville	57.42	216.90	2,601.95	.....	.....	197.10	1,770.41	52.94	640.06	174.12	.....
Sioux City & Pacific	7,207.60	6,077.75	50,836.68	11,363.23	2,520.59	551.65	27,909.01	2,708.43	.....	10,461.75	789.08
Wabash, St. Louis & Pacific	117,771.81	98,839.02	1,410,531.60	244,974.22	56,614.45	40,712 94	668,896.33	169,843.33	103,854.28	344,615.53	88,301.75
NARROW GAUGE ROADS.											
Burlington & Northwestern	546.07	446.81	3,103.62	.....	.....	.....	1,895.87	.....	.....	478.49	25.69
Burlington & Western	356.79	120.62	2,282.07	.....	.....	.....	1,880.08	.....	.....	.....	.....
St. Louis, Des Moines & N.	349.09	474.12	5,159.04	1,604.88	253.40	.....	1,604.89	214.46	725.85	201.46	206.26
Cedar Rapid & Marion St. R'y	32.88	451.18	5,647.08	.....	.....	.....	.....	.....	.....	.....	.....
Total	422,552.55	708,511.16	6,705,627.98	1,435,184.95	251,879.01	181,991.11	2,726,069.42	389,727.05	446,184.13	1,042,815.77	280,957.79

TABLE VIII—CONTINUED.

RAILROADS.	Damages to property and cattle.	Personal injuries.	Agents and station service.	Station supplies.	General Superintendence.	Legal expenses.	Insurance.	Stationery and printing.	Outside agencies and advertising.	Miscellaneous and contingencies.	Total taxes paid.
Burlington, Cedar Rapids & Northern	$ 23,344.63	$ 14,551.00	$ 108,049.61	$ 13,769.30	$ 55,940.54	$ 13,439.64	$ 7,272.52	$ 15,894.13	$ 44,177.41	$ 12,231.16	$ 73,476.65
Central Iowa	2,966.23	5,393.80	36,895.62	8,765.22	31,393.28	7,608.47	3,099.12	10,882.12	3,872.44	36,374.59	34,240.07
Chicago, Burlington & Quincy	.....	49,115.42	.....	271,318.07	205,649.98	25,688.45	20.52	33,873.22	56,446.79	348,322.91	166,569.25
Chicago, Burlington & K. C.	4,941.59	4,000.00	8,777.65	3,000.00	14,201.28	1,756.50	.....	.....	606.62	12,000.00	5,944.76
Kansas City, St. Jo. & C. B.	11,605.58	4,087.38	197,570.74	.....	76,549.60	10,176.58	3,506.21	5,866.36	12,421.16	35,186.46	.....
St. Louis, Keokuk & N. W.	8,132.86	6,000.00	37,366.33	10,000.00	14,587.28	3,648.04	.....	.....	2,020.01	10,186.81	12,552.26
Chicago, Milwaukee & St. Paul	49,873.25	125,196.05	1,816,374.32	.....	410,137.03	64,832.89	78,406.02	389,871.54	218,497.64	324,808.50	611,649.04
Chicago & Northwestern	34,755.56	115,934.93	1,875,321.77	101,366.95	152,831.17	63,505.88	953.03	111,255.79	220,337.34	129,701.09	626,807.78
Chicago, Rock Island & Pacific	30,319.48	46,241.25	870,641.75	90,803.68	197,882.83	43,242.90	.....	67,973.22	361,558.80	76,605.98	358,262.51
Chicago, St. Paul, Minneapolis & O.	9,904.91	21,250.30	323,916.57	18,961.76	152,537.22	20,135.25	12,663.81	33,968.16	35,875.90	46,885.18	185,722.69
Crooked Creek	25.00	.....	900.00	24.50	1,200.00	.....	.....	26.50	.....	.....	539.77
Des Moines & Fort Dodge	4,014.83	373.95	22,145.26	1,214.26	20,545.77	934.95	805.61	3,509.66	813.96	4,407.64	14,949.37
Dubuque & Dakota	820.48	213.79	6,388.60	.....	3,810.22	.....	.....	374.96	.....	827.37	3,753.88
Humeston & Shenandoah	1,659.95	202.50	7,870.42	2,620.04	7,980.17	300.00	15.00	.....	.....	762.12	1,301.74
Illinois Central	5,902.76	3,824.25	90,302.64	11,605.12	55,106.98	16,502.21	5,700.73	.....	10,931.55	28,525.93	66,700.03
Minneapolis & St. Louis	7,845.82	10,944.37	145,662.34	.....	63,264.26	6,579.94	4,520.34	3,423.34	21,120.53	20,547.89	49,743.65
Ottumwa & Kirkville	84.40	225.00	921.74	15.81	3,152.70	.....	331.75	.....	.....	.....	282.65
Sioux City & Pacific	3,345.11	4,201.85	48,528.01	6,939.91	33,777.02	5,918.77	5,800.26	7,858.81	5,914.79	81,008.63	51,976.01
Wabash, St. Louis & Pacific	127,575.37	106,061.01	1,270,886.52	47,624.64	818,007.33	77,618.63	22,351.90	110,469.05	266,411.38	562,404.08	103,868.11
NARROW GAUGE ROADS.											
Burlington & Northwestern	636.59	60.45	3,090.53	.....	3,619.49	246.54	93.75	488.12	.....	954.79	159.21
Burlington & Western	586.74	44.85	1,663.45	.....	503.22	.....	50.00	.....	.....	258.32	.....
St. Louis, Des Moines & Northern	135.00	158.85	7,259.12	292.35	4,021.96	310.45	1,796.09	609.66	115.80	26,109.85	520.34
Cedar Rapids & Marion Street R'y	.....	609.65	.....	1,379.38	1,176.99	.....	45.00	202.86	.....	427.36	222.29
Total	228,475.54	518,690.55	6,880,532.99	589,700.99	2,327,876.32	362,446.09	147,431.66	796,547.50	1,261,122.12	1,758,536.66	2,369,182.06

TABLE IX.

OPERATING EXPENSES COMPARED WITH EARNINGS.

RAILROADS.	OPERATING EXPENSES.				EARNINGS.			DIFFERENCE.		Percentage of expenses to earnings.	Percentage of net earnings to capital stock and debt.	Percentage of net earnings to cost of road and equipment.
	Miles.	Total.	Per mile of road.	Per train mile.	Total.	Per mile of road.	Per train mile.	Earnings above expenses.	Expenses above earnings.			
Burlington, Cedar Rapids & Northern	713.87	$ 1,966,275.92	$2,883.10	.7945	$ 2,850,853.66	$4,091.11	1.127	$ 884,577.74	$	68.97	2.25	2.52
Central Iowa	415.58	795,449.91	1,914.05	.87	1,230,060.48	2,838.03	1.291	434,610.57	.....	64.66	2.94	2.63
Chicago, Burlington & Quincy	818.53	4,020,637.33	4,912.02	.96	6,508,849.19	7,879.99	1.58	2,488,211.86	.....	61.77	.....	.....
Chicago, Burlington & Kansas City	191.50	249,412.37	1,302 31	.....	244,368.21	1,276.08	.....	....	5,044.16	102.06	.....	.....
Kansas City, St. Jo & Council Bluffs	312.49	1,187,606.06	3,800.34	1.04	2,014,111.33	6,192.93	1.70	826,505.27	.....	58.90	3.60	3.40
St. Louis, Keokuk & Northwestern	185.81	443,129.93	3,258 07	.....	462,704 39	3,401 98	.....	19,574.46	.....	95.77	.....	.....
Chicago, Milwaukee & St. Paul	4,514.22	13,323,984.83	3,004.96	.96	21,938,434.07	4,947.77	1.59	8,614,449.24	.....	61.00	6.72	6.54
Chicago & Northwestern	3,584.10	14,309,584.66	4,101.64	.9605	24,251,339.74	6,882.40	1.6115	9,941,755.08	.....	59.00	7.15	7.24
Chicago, Rock Island & Pacific	1,380.42	6,954,437.55	5,037 91	.94	12,142,930.02	8,369.24	1.55	5,188,492.47	.....	57.27	6.40	6.50
Chicago, St. Paul, Minneapolis & Omaha	1,142.30	3,582,779.78	3,294.24	1.134	5,428,534.68	4,676.00	1.6096	1,845,754.90	.....	70.45	1.59	1.63
Crooked Creek	8.50	13,801.17	1,623.66	.....	8,204.47	965.23	.....	.....	5,596.70	168.22	.....	.....
Des Moines & Fort Dodge	142.90	232,344 69	1,625.92	1.04	315,056.88	2,170.94	1.39	82,712.19	.....	70.00	1.23	1.20
Dubuque & Dakota	63.20	50,772.90	818.96	.....	72,201.87	1,142.42	.....	21,428.97	.....	70.31	.....	.....
Humeston & Shenandoah	112.52	116,377.39	1,034.22	.75	143,879.63	1,278.62	0.93	27,502.24	.....	80.88	.41	1.88
Illinois Central	402.16	1,112,638.55	2,766.65	.81	1,962,095.07	4,832.15	1.41	849,456.52	.....	57.00	.....	.....
Minneapolis & St. Louis	355.00	1,320,423 23	3,143.56	.97	1,650,357.17	3,929.42	1.207	329,933.94	.....	80.00	.....	.....
Ottumwa & Kirkville	12.00	12,449.34	1,037.61	1.245	25,815.55	2,111.07	2.53	13,366.21	.....	44.00	3.00	9.00
Prairie du Chien & McGregor	2.00	66,668.87	33,334.44	.....	56,251.00	28,125 50	....	....	10,417.87	118.50	.....	.....
Sioux City & Pacific	418.54	827,947.13	2,010.00	1.5706	1,061,861.02	2,510.54	1.9617	233,913.89	.....	77.97	2.94	4.28
Wabash, St. Louis & Pacific	3,482.40	11,996,385.70	3,444.86	.83	17,232,981.89	4,948.59	1.198	5,236,596.19	.....	69.61	4.00	4.50
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.30	32,442.25	620.31	.7457	40,571.18	724.71	.8674	8,128.93	.....	79.96	.....	.....
Burlington & Western	81.20	17,032.88	209.76	.3655	17,400.29	370.00	.3456	367.41	.....	97.88	.....	.19
Des Moines, Osceola & Southern	85.00	48,906.18	575.38	.....	62,608.09	736.57	....	13,701.91	.....	.....	.....	.....
St. Louis, Des Moines & Northern	42.36	77,577.91	1,847.00	.....	52,708.28	1,254.96	....	....	24,869.63	147.00	.....	.....
Cedar Rapids & Marion Street Railway	8.00	20,601.33	2,575.17	.....	19,543.87	2,442.98	....	....	1,057.46	105.62	.....	.....
Total	18,526.90	62,779,667.86	3,388.57	.....	99,793,722.03	5,386.42	....	37,061,039.99	46,985.82	.....	.....	.....

TABLE X.

OPERATING EXPENSES, INTEREST, AND RENTAL COMPARED WITH INCOME.

RAILROADS.	Miles.	Total income.	Total operating expenses.	INTEREST AND RENTAL. Paid.	INTEREST AND RENTAL. Unpaid.	Total operating expenses, interest, and rental.	Excess of income over operating expenses, interest, and rental.	Excess of operating expenses, interest, and rental over income.	FOR IOWA. Excess of income over operating expenses, interest, and rental	FOR IOWA. Excess of operating expenses, interest, and rental over income.
Burlington, Cedar Rapids & Northern	713.87	$ 2,850,853.66	1,966,275.92	$ 521,130.00	$.....	2,487,405.92	$ 363,447.74	$.....	$ 295,399.12	$.....
Central Iowa	415.58	1,230,060.48	795,449.91	362,195.00	.....	1,157,644.91	72,415.57	.....	72,415.57	.....
Chicago, Burlington & Quincy	818.53	6,508,849.19	4,020,637.33	.....	.....	4,020,637.33	2,488,211.86	.....	2,488,211.86	.....
Chicago, Burlington & Kansas City	191.50	244,368.21	249,412.37	.....	.....	249,412.37	.....	5,044.16	.....	2,994.62
Kansas City, St. Jo & Council Bluffs	312.49	2,014,111.33	1,187,606.06	404,197.50	.....	1,591,803.56	422,307.77	.....	39,693.93	.....
St. Louis, Keokuk & Northwestern	185.81	462,704.39	443,129.93	.....	.....	443,129.93	19,574.46	.....	6,000.00	.....
Chicago, Milwaukee & St. Paul	4,514.22	22,473,244.93	13,323,984.83	5,039,445.03	.....	18,363,429.86	4,109,815.07	.....	42,594.07	.....
Chicago & Northwestern	3,584.10	24,251,339.74	14,309,584.66	6,019,960.30	.....	20,329,544.96	3,921,794.78	.....	372,938.87	.....
Chicago, Rock Island & Pacific	1,380.42	12,672,930.02	6,954,437.55	1,401,958.14	.....	8,356,395.69	4,316,534.33	.....	2,504,619.36	.....
Chicago, St. Paul, Minneapolis & Omaha	1,142.30	5,428,534.68	3,584,779.78	1,055,113.01	.....	4,637,892.82	790,641.86	.....	52,709.45	.....
Crooked Creek	8.50	8,204.47	13,801.17	1,450.00	.....	15,251.17	.....	7,046.70	.....	7,046.70
Des Moines & Ft. Dodge	142.90	332,739.05	232,344.69	166,954.75	.....	399,299.44	.....	66,560.39	.....	66,560.39
Dubuque & Dakota	63.20	72,201.87	50,772.90	37,800.00	.....	88,572.90	.....	16,371.03	.....	16,371.03
Humeston & Shenandoah	112.52	143,879.63	116,377.39	102,490.96	.....	218,868.35	.....	74,988.72	.....	74,988.72
Illinois Central	402.16	1,962,095.07	1,112,638.55	770,784.24	.....	1,883,422.79	78,672.28	.....	78,672.28	.....
Minneapolis & St. Louis	355.00	1,650,357.17	1,320,423.23	437,757.94	.....	1,758,181.17	.....	107,824.00	.....	43,129.60
Ottumwa & Kirkville	12.00	35,838.05	12,451.34	14,360.31	.....	26,811.65	9,026.40	.....	9,026.40	.....
Prairie du Chien & McGregor	2.00	56,251.00	66,668.87	.....	.....	66,668.87	.....	10,417.87	.....	2,604.46
Sioux City & Pacific	418.54	1,067,974'69	827,947.13	290,875.24	97,699.20	1,216,521.57	.....	148,546.88	.....	118,181.64
Wabash, St. Louis & Pacific	3,482.40	17,232,981.89	11,996,385.70	5,750,228.29	.....	17,746,613.99	.....	513,632.10	.....	57,403.57
NARROW GAUGE ROADS.										
Burlington & Northwestern	52.30	40,571.18	32,442.25	15,375.53	6,704.00	54,521.78	.....	13,950.60	.....	13,950.60
Burlington & Western	81.20	20,770.99	17,032.88	2,668.75	.....	19,701.63	1,069.36	.....	1,069.36	.....
Des Moines, Osceola & Southern	85.00	62,608.09	48,906.18	28,350.00	.....	77,256.18	.....	14,648.09	.....	14,648.09
St. Louis, Des Moines & Northern	42.36	52,708.28	77,577.91	.....	18,180.00	95,757.91	.....	43,049.63	.....	43,049.63
Cedar Rapids & Marion Street Railway	8.00	19,543.87	20,728.59	.....	.....	20,728.59	.....	1,184.72	.....	1,184.72
Total	18,526.90	100,895,721.93	62,779,797.12	22,423,095.02	122,583.20	85,325,475.34	16,593,511.48	1,023,264.89	5,963,350.27	462,113.77

TABLE XI.

INTEREST AND DIVIDENDS COMPARED WITH INCOME.

RAILROADS.	Miles operated.	Net income.	Interest on funded debt.	Interest on unfunded debt.	Dividends.	Surplus at the beginning of the year.	Surplus at the close of the year.	Deficit at the beginning of the year.	Deficit at the close of the year.	Amount property accounts have been increased during the year.
Burlington, Cedar Rapids & Northern	713.87	$ 884,577.74	$ 521,130.00	$.....	$.....	$ 442,923.57	$ 806,371.31	$.....	$.....	$ 585,495.86
Central Iowa	4 5.58	434,610.57	313,000.00	49,.95.00	.....	366,275.16	438,690.73	.....	.....	83,199.93
Chicago, Burlington & Quincy	4,367.77	12,052,870.12	3,972,210.28	.....	5,437,216.40	1,173,769.41	3,817,212.85	.....	.....	794,282.77
Chicago, Burlington & Kansas City	191.50	.....	.....	.....	.....	.....	.....	.....	5,044.16	.....
Kansas City, St. Jo. & Council Bluffs	312.49	866,342.60	404,197.50	.....	.....	574,342.90	1,036,488.00	.....	.....	134,061.99
St. Louis, Keokuk & Northwestern	185.81	19,574.46	.....	.....	.....	.....	19,574.46	.....	.....	.....
Chicago, Milwaukee & St. Paul	4,[illegible]84.22	9,149,260.10	5,039,445.03	.....	6,346,126.08	5,831,974.02	3,595,663.01	.....	.....	13,258,062.68
Chicago & Northwestern	3,584.10	8,363,702.15	4,343,787.37	98,120.00	2,890,336.52	7,648,192.41	8,679,650.67	.....	.....	5,356,409.63
Chicago, Rock Island & Pacific	1,380.42	5,266,534.33	950,000.00	.....	2,937,186.00	1,663,803.76	3,043,152.09	.....	.....	666,913.54
Chicago, St. Paul, Minneapolis & Omaha	1,142.30	1,815,077.60	1,024,435.74	.....	753,016 25	614,497.73	692,123.34	.....	.....	4,430,060.04
Crooked Creek	8.50	.....	.....	1,450.00	†4,146.70	.....	.....	4,098.16	9,694.86	885 00
Des Moines & Fort Dodge	142.90	96,894.48	163,454.87	.....	.....	525,827.08	459,266.69	.....	.....	2,345,256.17
Dubuque & Dakota	63.20	21,428.97	37,800.00	.....	.....	.....	.....	2,966.69	19,337.72	13,349.65
Humeston & Shenandoah	112.52	27,502.24	102,490.96	.....	.....	326.54	.....	.....	74,662.18	2,539,402.63
Illinois Central	402.16	849,456.52	.....	*770,784.24	.....	.....	78,672.28	.....	.....	.....
Minneapolis & St. Louis	355.00	329,933.94	431,730.00	6,027.94	.....	.....	.....	210,747.48	318,571.48	1,432,016.26
Ottumwa & Kirkville	12.00	16,160.93	6,690.00	444.53	.....	.....	9,026.40	.....	.....	289,481.92
Prairie du Chien & McGregor	2.00	.....	.....	.....	.....	.....	.....	.....	†10,417.87	.....
Sioux City & Pacific	418.54	101,724.33	238,441.21	.....	11,830.00	.....	.....	1,467,967.80	1,616,514.68	33,238.28
Wabash, St. Louis & Pacific	3,482.40	3,996,238.54	3,635,230.74	876,639.90	.....	.....	.....	2,918,497.53	3,432,129.63	8,509,175.48
NARROW GAUGE ROADS.										
Burlington & Northwestern	52.30	2,763.88	15,104.00	1,610.48	.....	.....	.....	.....	13,950.60	772.98
Burlington & Western	81.20	1,069.36	.....	.....	.....	.....	1,069.36	.....	.....	235,039.62
Des Moines, Osceola & Southern	85.00	13,701.91	28,350.00	.....	.....	.....	.....	.....	14,648.09	789,600.00
St. Louis, Des Moines & Northern	42.36	.....	18,180.00	†24,869.63	.....	.....	.....	.....	43,049.63	.....
Cedar Rapids & Marion Street Railway	8.00	.....	.....	127.26	†1,057.46	1,605.88	421.16	.....	.....	.....
Total	22,076.14	44,311,424.77	21,245,677.70	1,829,268.98	18,380,915.41	18,883,538.46	22,677,382.35	4,604,277.66	5,558,020.90	41,496,704.43

* Rental.
† Loss on operation for year.

TABLE XII.

COMPARATIVE TABLE OF EARNINGS FOR THE YEARS ENDING JUNE 30. 1881, 1882 AND 1883.

RAILROADS.	1881.				1882.				1883.			
	Miles.	Total earnings.	Per mile of road.	Per train-mile.	Miles.	Total earnings.	Per mile of road.	Per train-mile.	Miles.	Total earnings.	Per mile of road.	Per train-mile.
Burlington, Cedar Rapids & N.	563.70	$ 2,068,168.23	$ 3,984.85	1.334	596.00	$ 2,553,405.34	$ 4,284.23	1.2429	713.87	$ 2,850,853.66	$ 4,091.11	1.127
Central Iowa	230.86	938,182.29	4,063.86	1.6111	292.66	1,170,880.69	3,834.97	1.539	415.58	1,230,060.48	2,838.03	1.291
Chicago, Burlington & Quincy	745.98	6,155,085.37	7,795.40	1.53	800.14	6,226,562.18	7,721.82	1.4862	818.53	6,508,849.19	7,879.99	1.56
Chicago, Burlington & K. C.	181.00	267,798.70	1,475.87	1.225	181.00	247,647.87	1,368.22	.....	191.50	244,368.21	1,276.08	.....
Kansas City, St. Jo. & C. B.	312.46	1,559,825.92	4,946.36	1.466	312.50	1,803,506.94	5,533.24	1.66	312.49	2,014,111.33	6,192.93	1.70
St. Louis, Keokuk & N.	.....	.....	.....	.....	183.00	355,170.30	1,924.63	.....	185.81	462,704.39	3,401.98	.....
Chicago, Milwaukee & St. Paul	3,786.17	14,757,455.41	4,235.31	1.61	4,026.00	19,043,890.17	4,663.64	1.61	4,514.22	21,938,434.07	4,947.77	1.59
Chicago & Northwestern	2,807.85	19,969,335.42	7,484.87	1.8522	3,072.77	23,421,732.00	7,559.58	1.9456	3,584.10	24,251,339.74	6,882.40	1.6115
Chicago, Rock Island & Pacific	1,353 85	12,743,973 90	9,413.13	1.6340	1,380.42	12,932,682.45	9,096.23	1.69	1,380.42	12,142,930.02	8,369.24	1.55
Chicago, St. Paul, M. & O.	629.43	1,737,320.44	2,117.10	1.40	1,004.82	4,567,052.55	4,545.14	1.5815	1,142.30	5,428,534.68	4,676'00	1.6096
Crooked Creek	8.50	9,669.63	1,137.60	.....	8.50	10,826.19	1,273.67	1.054	8.50	8,204.47	965.23	.....
Des Moines & Fort Dodge.	87.20	345,365.00	3,969.71	2.03	88.10	417,897.95	4,743.45	2.086	142.90	315,056.88	2,170.94	1.39
Dubuque & Dakota	63.20	58,286.38	925.18	.....	63.20	82,458.57	1,304.57	1.57	63.20	72,201.47	1,142.42	.....
Humeston & Shenandoah	.....	.....	.....	.....	.....	.....	.....	.....	112.52	143,879.63	1,278.62	.93
Illinois Central	402.16	1,759,646.82	4,374.00	1.423	402.16	1,978,574.22	4,870.74	1.54	402.16	1,962,095.07	4,832.15	1.41
Minneapolis & St. Louis	.....	.....	.....	.....	350.50	1,453,878.48	4,148.01	1.266	355.00	1,650,357.17	3,929.42	1.207
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	.....	.....	12.00	25,815.55	2,111.07	2.53
Prairie du Chien & McGregor.	.....	.....	.....	.....	.....	.....	.....	.....	2.00	56,251.00	28,125.50	.....
Sioux City & Pacific	264.13	628,236.14	2,569.68	1.7662	313.39	754,076.21	2,372.23	1.6023	418.54	1,061,861.02	2,510.54	1.9617
Wabash, St. Louis & Pacific	2,558.88	13,441,104.78	5,218.59	.....	3,396.00	15,644,371.45	4,606.71	1.218	3,482.40	17,232,981.89	4,948.59	1.198
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.50	70,159.18	1,828.49	8.34	52.30	60,620.70	1,159.09	.7604	52.30	40,571.18	724.71	.8674
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	81.20	17,400.29	370.00	.3456
Des Moines, Osceola & S.	.....	.....	.....	.....	.....	.....	.....	.....	85.00	62,608.09	736.57	.....
Ft. Madison Northwestern	12.00	11,358.47	946.53	.....	16.00	20,175.42	1,260.96	1.71	.....	.....	.....	.....
St. Louis, Des Moines & N.	.....	.....	.....	.....	.....	.....	.....	.....	42.36	52,708.28	1,254.96	.....
Cedar Rapids & Marion St. R'y	5.00	10,078.91	2,015.78	.....	5.00	13,796.54	2,759.31	.....	8.00	19,543.87	2,442.98	.....
Total	14,064.87	76,530,450.99	5,083.73	.....	16,544.46	92,759,206.22	5,606.66	.....	18,526.90	99,793,722.03	5,386.42	.....

TABLE XIII.

COMPARATIVE TABLE OF OPERATING EXPENSES FOR YEARS JUNE 30, 1881, 1882 AND 1883.

RAILROADS.	1881.				1882.				1883.			
	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.	Miles.	Total operating expenses.	Per mile of road.	Per train mile.
Burlington, Cedar Rapids & Northern..	$ 563.70	$ 1,465,933.43	$2,760.70	.888	$ 596.00	$ 1,739,276.49	$2,918.25	.848	$ 713.87	$ 1,966,275.92	$2,883.10	.7945
Central Iowa	230.86	800,134.49	3,465.88	1.374	292.66	738,120.69	2,522.07	1.012	415.58	795,449.91	1,914.05	.87
Chicago, Burlington & Quincy	745.98	3,319,912.59	4,642.15	.917	800.14	4,162,255.84	5,201.89	.99	818.53	4,020,637.33	4,912.02	.96
Chicago, Burlington & Kansas City.	181.00	274,242.72	1,514.30	1.259	181.00	265,994.98	1,469.58	.....	191.50	249,412.37	1,302.31	.....
Kansas City, St. Jo. & Council Bluffs	312.46	1,101,247.42	3,492.14	.94	312.50	1,243,794.51	3,980.14	1.19	312.49	1,187,606.06	3,800.34	1.04
St. Louis, Keokuk & Northwestern..	.....	.....	.....	.....	183.00	418,184.10	2,285.16	.....	185.81	443,129.93	3,258.07	.....
Chicago, Milwaukee & St. Paul	3,786.17	9,355,786.39	2,445.63	1.03	4,026.00	10,601,541.11	2,633.27	.91	4,514.22	13,323,984.83	3,004.96	.96
Chicago & Northwestern	2,807.85	10,641,493.54	3,988.62	.987	3,072.77	12,680,503.54	4,126.73	1.062	3,584.10	14,309,584.66	4,101.64	.9605
Chicago, Rock Island & Pacific	1,353.85	6,396,873.33	4,724.21	.88	1,380.42	7,608,303.70	5,511.27	1.02	1,380.42	6,954,437.55	5,037.91	.94
Chicago, St. Paul, Minneapolis & Omaha	629.43	1,384,215.25	1,762.36	1.18	1,004.82	2,846,752.80	2,833.10	.986	1,142.30	3,582,779.78	3,294.24	1.134
Crooked Creek	8.50	12,750.80	1,500.10	.....	8.50	10,476.75	1,232.56	1.02	8.50	13,801.17	1,623.66	.....
Des Moines & Fort Dodge	87.20	355,405.42	2,935.70	1.50	88.10	256,715.36	2,913.88	1.28	142.90	232,344.69	1,625.92	1.04
Dubuque & Dakota	63.20	45,238.71	715.80	.....	63.20	47,625.26	753.57	.896	63.20	50,772.90	818.90	.....
Humeston & Shenandoah	.....	.....	.....	.....	.....	.....	.....	.....	112.52	116,377.39	1,034.22	.75
Illinois Central	402.16	1,021,844.61	4,039.95	1.30	402.16	1,043,619.35	2,595.04	.82	402.16	1,112,638.55	2,766.65	.81
Minneapolis & St. Louis	.....	.....	.....	.....	350.50	1,175,406.20	3,353.51	.745	355.00	1,320,423.23	3,143.56	.97
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	.....	.....	12.00	12,451.34	1,037.61	1.245
Prairie du Chien & McGregor	.....	.....	.....	.....	.....	.....	.....	.....	2 00	66,668.87	33,334.44	.....
Sioux City & Pacific	264.13	494,395.19	2,022.23	1.39	313.39	716,358.55	2,285.83	1.544	418.54	827,947.13	2,010.00	1.5706
Wabash, St. Louis & Pacific	2,558.88	9,419,490.10	3,203.09	.....	3,396.00	13,159,854.66	3,895.10	1.025	3,482.40	11,996,385.70	3,444.86	.838
NARROW GAUGE ROADS.												
Burlington & Northwestern	52.50	39,965.81	1,041.59	6.83	52.30	41,556.30	794.57	.521	52.30	32,442.25	620.31	.7457
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	81.20	17,032.88	209.76	.3655
Des Moines, Osceola & Southern	.....	.....	.....	.....	.....	.....	.....	.....	85.00	48,906.18	575.38	.....
Ft. Madison & Northwestern	12.00	7,851.74	644.31	.....	16.00	8,313.34	519.58	.830	.....	.....	.....	.....
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	.....	.....	.....	42.36	77,577.91	1,847.00	.....
Cedar Rapids & Marion Street Railway.	5.00	8,063.18	1,612.64	.....	5.00	11,821.00	2,384.20	.....	8.00	20,601.33	2,575.17	.....
Total	14,064.87	46,043,845.22	3,346.87	.....	16,544.46	58,776,474.53	3,552.64	.....	18,526.90	62,779,667.86	3,388.57	.....

TABLE XIV.
TRACK IN IOWA—MILES.

RAILROADS.	Road owned.	Road leased.	Total.	Double track.	Sidings.	Length of track computed as a single track.	Steel rails.	Iron rails.	Gauge.
Burlington, Cedar Rapids & Northern	687.89	.....	687.89	.....	68.22	687.89	416.26	271.63	4.8½
Central Iowa	410.52	.....	410.52	.....	47.08	410.52	123.05	287.47	4.8½
Chicago, Burlington & Quincy	730.70	.....	730.70	43.06	175.41	773.76	417.94	355.82	4.8½
Chicago, Burlington & Kansas City	77.65	.....	77.65	.....	4.87	77.65	34.18	43.47	4.8½
Kansas City, St. Jo & Council Bluffs	58.35	.....	58.35	.....	8.65	58.35	42.00	16.35	4.8½
St. Louis, Keokuk & Northwestern	52.82	.....	52.82	.....	3.39	52.82	2.85	49.97	4.8½
Chicago, Iowa & Dakota	6.00	.....	6.00	.....	.25	6.00	6.00	.....	4.8½
Chicago, Milwaukee & St. Paul	1,319.66	.....	1,319.66	.....	158.09	1,319.66	559.80	759.86	3. 4.8½
Chicago & Northwestern	503.46	.....	503.46	.....	128.42	503.46	422.49	80.97	4.8½
Chicago, Iowa & Nebraska	.....	81.84	81.84	.....	.....	81.84	81.84	.....	4.8½
Cedar Rapids & Missouri River	.....	274.01	274.01	.....	.....	274.01	274.01	.....	4.8½
Des Moines & Minneapolis	.....	57.34	57.34	.....	.....	57.34	57.34	.....	4.8½
Maple River	.....	118.01	118.01	.....	.....	118.01	45.10	72.91	4.8½
Chicago, Rock Island & Pacific	755.40	.....	755.40	4.00	141.42	759.40	627.60	294.00	4.8½
Keokuk & Des Moines	.....	162.20	162.20	.....	.....	162.20	.....	.....	4.8½
Chicago, St. Paul, Minneapolis & Omaha	76.86	.....	76.86	.....	15.60	76.86	59.42	17.44	4.8½
Crooked Creek	8.50	.....	8.50	.....	.50	8.50	.50	8.00	4.8½
Des Moines & Fort Dodge	137.83	.....	137.83	.....	24.30	137.83	85.30	52.53	4.8½
Dubuque & Dakota	63.20	.....	63.20	.....	3.30	63.20	31.16	32.04	4.8½
Humeston & Shenandoah	112.53	.....	112.53	.....	7.20	112.53	.....	112.53	4.8½
Illinois Central	.....	.....	402.16	.....	43.34	402.16	100.94	301.22	4.8½
Cedar Falls & Minnesota	.....	75.58	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City	.....	142.89	.....	.....	.....	.....	.....	.....	.....
Iowa Falls & Sioux City	.....	183.69	.....	.....	.....	.....	.....	.....	.....
Minneapolis & St. Louis	141.00	.....	141.00	.....	.....	141.00	.....	141.00	4.8½
Ottumwa & Kirkville	5.00	.....	5.00	.....	.50	5.00	.....	5.00	4.8½
Prairie du Chien & McGregor	.25	.....	.25	.....	.....	.25	.25	.....	4.8½
Sioux City & Pacific	80.47	.....	80.47	.....	11.21	80.47	.....	80.47	4.8½
Wabash, St. Louis & Pacific	340.50	43.40	383.90	.....	23.40	383.90	120.90	263.00	3. 4.8½
Wisconsin, Iowa & Nebraska	52.00	.....	52.00	.....	.....	52.00	52.00	.....	4.8½
NARROW GAUGE ROADS.									
Burlington & Northwestern	38.77	.....	38.77	.....	3.48	38.77	.....	38.77	3.
Burlington & Western	47.20	.....	47.20	.....	2.20	47.20	.....	47.20	3.
Des Moines, Osceola & Southern	85.00	.....	85.00	.....	3.50	85.00	.....	85.00	3.
Ft. Madison & Northwestern	41.00	.....	41.00	.....	.80	41.00	.....	41.00	3.
St. Louis, Des Moines & Northern	35.43	.....	35.43	.....	2.03	35.43	.....	35.43	3.
Cedar Rapids & Marion Street Railway	8.00	.....	8.00	.....	.....	8.00	.....	8.00	4.8½
Total	5,875.99	1,138.96	7,014.95	47.06	877.16	7,062.01	3,560.93	3,501.08	

TABLE XV.

ROAD-BED AND TRACK.

RAILROADS.	TRACK SECTIONS.			TIES.		RAILS.					FENCING.					TELEGRAPH.		
	Number in Iowa.	Average length.	Number of men in each.	Number of new laid during year in Iowa.	Average years ties last in track.	Tons of new iron laid during year in Iowa.	Tons of new steel laid during year in Iowa.	Miles of new rails laid during year in Iowa.	Average years iron rails last in track.	Average years steel rails last in track.	Miles of road fenced in Iowa.	Total cost of fences built in Iowa.	Average cost per rod.	Miles built during year.	Miles needed to fence track.	Number of stations in Iowa.	Miles owned by Railroad Co.	Miles owned by Western Union Telegraph Company.
Burlington, Cedar Rapids & Northern	116	5.35	5.20	140,580	6.	.....	2,252	27	4	8	390	$124,713.60	$1.00	66	298	98	.....	692
Central Iowa	55	7.40	5.50	85,423	8.	.....	1,505	17	10	.....	200	17,600.00	.55	50	360	63	.....	410
Chicago, Burlington & Quincy	159	5.	4.	179,468	8.	.....	3,165	30	.....	6	986	.....	1.00	81	308	117	728	.....
Chicago, Burlington & Kansas City	13	6.	3.	23,577	8.	.....	270	3	10	12	27	7,468 80	.90	5	.....	18	82	103
Kansas City, St. Jo & Council Bluffs	10	5.	6.	8,317	8.	.....	546	6	10	.....	28	14,077.00	1.65	....	26	11	.....	52
St. Louis, Keokuk & Northwestern	9	5.87	4.	6,174	8.	.....	.....	.....	10	12	30	8,755.20	.90	5	.....	7	.....	53
Chicago, Milwaukee & St. Paul	220	6.	5.6	430,546	8.	1,193	7,146	94	8	10	.....	.....	.....	....	.....	180	708	3,806
Chicago & Northwestern	223	5.	6.	.....	.....	.....	.....	.....	.....	.....	1,253	.....	.....	59	.....	148	.....	1,022
Chicago, Rock Island & Pacific	162	5.50	6.	270,899	7.	.....	3,000	31	7	12	1,356	.....	1.20	17	78	83	.....	918
Chicago, St. Paul, Minneapolis & Omaha	14	6.	4.	33,072	4.	.....	.....	.....	5	10	45	.....	.70	35	118	12	50	51
Crooked Creek	1	8.50	5.	2,828	.....	.....	46	½	.....	.....	.....	.....	.....	.....	10	.....	.....	.....
Des Moines & Fort Dodge	23	5.	4.	108,000	7.	4,070	2,358	79	12	.....	76	16,523.77	1.36	67	199	22	.....	143
Dubuque & Dakota	7	9.	4.	.....	.....	.....	.....	.....	.....	.....	8	.....	.....	.....	110	10	64	.....
Humeston & Shenandoah	19	5.90	4.5	.....	.....	.....	.....	.....	.....	.....	21	4,788.80	.73	21	205	15	96	.....
Illinois Central	65	6.	5.	100,310	.....	363	3,079	64	.....	.....	373	.....	.....	28	.....	47	.....	402
Minneapolis & St. Louis	26	5.	4.	20,606	.....	.....	.....	.....	.....	.....	17	4,624.00	.85	....	.....	19	.....	355
Ottumwa & Kirkville	1	5.	4.	.....	.....	.....	.....	.....	.....	.....	1	480.00	.75	1	8	2	13	.....
Sioux City & Pacific	12	6.7	7.	42,735	7.	1,090	.....	11	14	.....	117	22,140.57	.59	60	44	11	.....	107
NARROW GAUGE ROADS.																		
Burlington & Northwestern	6	6.	2.8	5,000	.....	.....	.....	.....	.....	.....	5	762.32	.....	....	67	7	.....	39
Burlington & Western	8	6.	3.8	.....	.....	.....	.....	.....	.....	.....	3	1,237.16	.97	....	91	.....	.....	.....
Des Moines, Osceola & Southern	11	8.	5.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	170	10	85	.....
St. Louis, Des Moines & Northern	8	5.25	4.	.....	.....	.....	.....	.....	.....	.....	2	512.00	.80	....	80	7	42	.....
Cedar Rapids & Marion Street Railway	1	8.	4.	1,350	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	1,169	....	.....	1,458,885	.....	6,716	23,377	362	9	10	4,936	223,683.22	....	495	2,172	887	1,868	8,153

TABLE XVI.

MILEAGE TRAFFIC.

RAILROADS.	PASSENGER TRAINS.			FREIGHT TRAINS.			Switching trains, miles run.	Construction and other trains, miles run.	Total train mileage.	Number of passengers carried.	Number of passengers carried one mile.	Average distance traveled.	Average amount paid by each passenger.	PASSENGER FARE PER MILE.			SPEED OF TRAINS IN IOWA.	
	Miles run by.	Average number of cars.	Average weight in tons.	Miles run by.	Average number of cars.	Average weight in tons.								Highest.	Lowest.	Average.	Passenger.	Freight.
Burlington, C. R. & N.	803,755	4.	96	1,671,069	18.	250	205,846	50,295	2,730,965	606,236	27,006,895	42.01	$ 1.09	3.50	3.	2.63	25	11
Central Iowa	211,206	3.75	67	702,387	13.46	120	.....	53,976	967,569	269,674	7,295,453	27.05	.87	3.50	2.	3.23	25	13
Chicago, Burlington & Q.	1,004,652	5.40	175	3,000,670	19.40	245	.....	130,450	4,135,772	956,862	.....	.....	.....	3.	.....	.....	25	12
Chicago, B. & K. C.	118,370	2.	74	156,530	.....	.....	.....	15,120	290,020	.....	.....	.....	.....	.....	.....	.....	21	9
Kansas C., St. Jo. & C. B.	538,748	3.70	115	597,937	18.50	214	349,407	113,300	1,599,392	384,585	16,746,318	43.54	1.33	4.	2.	3.06	24	10
St. Louis, Keokuk & N.	201,680	3.40	88	177,390	.....	.....	18,250	74,340	471,660	.....	.....	.....	.....	.....	.....	.....	20	10
Chicago, Milwaukee & St. P.	4,879,612	5.	115	8,929,255	22.	242	3,991,440	1,886,408	19,686,715	4,241,638	222,382,326	52.40	1.32	4.	1.25	2.51	21	12
Chicago & Northwestern.	4,959,500	4.64	121	9,939,520	23.91	263	4,452,855	1,390,428	20,742,303	8,057,623	253,141,758	31.42	.77	4.	.50	2.45	25	12
Chicago, Rock Island & P.	2,382,431	6.	160	5,044,341	21.	220	1,616,828	649,534	9,693,134	2,766,251	130,485,087	47.	1.21	4.	2.	2.60	24	12
Chicago, St. P., M. & O.	917,193	5.32	106	2,242,392	15.59	140	977,336	751,801	4,888,722	872,878	54,991,339	63.	1.54	4.	1.	2.45	22	10
Crooked Creek	.....	.....	.....	8,100	3.	24	.....	.....	8,100	1,254	10,659	8.50	.30	3.50	3.50	3.50	.....	12
Des Moines & Fort Dodge.	104,450	3.	71	118,959	18.	210	.....	.....	223,409	116,967	3,195,482	27.	.76	3.	1.	2.70	23	12
Dubuque & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3.	2.	2.75	20	12
Humeston & Shenandoah.	36,387	2.	75	117,884	9.58	134	7,960	18,800	181,031	21,945	603,409	27.50	.80	3.	2.	2.91	20	9
Illinois Central	431,423	4.12	140	946,601	11.90	170	171,412	58,924	1,608,360	360,617	19,604,581	54.36	1.61	.....	.....	2.97	22	11
Minneapolis & St. Louis.	345,375	3.	....	926,864	20.	....	95,070	63,332	1,430,641	280,672	12,635,369	45.	1.13	4.	2.50	3.25	22	12
Ottumwa & Kirkville	.....	.....	.....	10,000	14.	246	.....	.....	10,000	3,892	47,062	12.	.44	3.50	3.50	3.50	.....	12
Sioux City & Pacific	215,150	3.20	113	312,006	15.	203	287,045	15,882	830,083	188,156	9,385,030	49.90	1.63	4.	1.50	3.27	22	11
Wabash, St. Louis & Pacific	5,063,495	4.	80	9,065,908	19.50	235	4,521,963	191,399	18,842,765	4,050,763	159,639,514	.....	.....	.....	.....	2.50	30	12
NARROW GAUGE ROADS.																		
Burlington & Northwestern.	.....	.....	.....	37,441	7.	44	6,129	.....	43,570	19,798	412,257	20.82	.54	3.	1.	2.61	.....	16
Burlington & Western	.....	.....	.....	38,795	7.	44	7,802	.....	46,597	9,730	212,250	21.81	.34	3.	1.	1.55	.....	16
Des Moines, Osceola & S.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4.	4.	4.	.....	.....
St. Louis, Des Moines & N.	25,562	2.	....	25,260	5.	....	16,842	.....	67,664	21,257	432,382	20.	.77	4.	3.	3.70	15	10
Cedar Rapids & M. St. R'y.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.9	3.	1.50	2.	.....	.....
Total	22,238,989	.....	.....	44,069,309	.....	...	16,726,185	5,463,989	88,498,472	23,230,798	918,227,111	34.90	.91	.....	.....	2.67	.....	.....

TABLE XVII.

FREIGHT TRAFFIC AND CAR MILEAGE.

RAILROADS.	No. of tons of local freight carried.	Total tons of freight carried.	Total tons of freight carried one mile.	No. of miles run by loaded cars east and south.	No. of miles run by loaded cars west and north.	No. of miles run by empty cars east and south.	No. of miles run by empty cars west and north.	Total freight car mileage.	Percentage of empty cars hauled east and south.	Percentage of empty cars hauled west and north.	FREIGHT PER TON PER MILE. Average for local.	Average for all.	Average to and from other roads.	Percentage of freight originating at, and carried to, stations in Iowa, to total freight in Iowa.
Cedar Rapids, Burlington & N.	452,593	1,630,367	142,467,440	5,405,814	11,636,644	6,981,668	841,320	24,865,446	6.70	56.40	1.22	1.22	.....	26.40
Central Iowa	598,425	736,694	7,374,607	856,687	4,839,147	4,557,165	386,734	10,639,733	84.46	7.40	1.10	1.38	3.62	.....
Chicago, Burlington & Quincy	1,282,612	2,385,721	482,710,293	24,224,947	23,203,315	6,535,294	6,978,253	60,941,809	21.24	23.12	.....	1.00	.....	18.30
Chicago, Burlington & K. C.	13,739	44,223	3,814,530	597,648	500,000	242,633	242,000	1,582,281	22	22	.....	.....	.....	.....
Kansas City, St. Jo. & C. B.	209,783	742,122	72,403,571	4,022,498	3,000,000	1,174,696	2,000,000	10,197,194	31	31	2.38	1.87	1.67	20.72
St. Louis, Keokuk & N.	30,856	106,089	9,095,248	1,002,633	1,000,000	310,896	310,000	2,623,529	31	31	.....	.....	.....	.....
Chicago, Milwaukee & St. Paul	4,868,038	5,333,457	1,062,424,983	53,808,527	76,105,278	38,064,061	16,677,291	184,655,157	41	18	1.48	1.43	.93	.....
Chicago & Northwestern	.....	7,846,226	1,190,112,253	66,110,850	72,573,395	27,677,961	22,630,710	188,992,916	29.51	28.45	.....	1.42	.....	.....
Chicago, Rock Island & Pacific	1,623,557	3,103,499	666,580,472	34,152,304	37,744,220	11,841,697	9,143,458	92,881,679	25.75	19.50	1.32	1.18	.97	15.74
Chicago, St. Paul, M. & O.	.....	1,970,171	282,206,271	11,350,315	15,313,852	6,037,677	2,248,898	34,950,742	34.72	12.80	.....	1.26	.....	.....
Crooked Creek	9,005	9,005	76,543	.....	.....	.....	.....	.....	.....	.....	9.75	9.75	9.75	100.00
Des Moines & Fort Dodge	169,661	208,474	8,894,259	321,687	608,687	381,948	77,699	1,390,021	54	11	2	2.36	3.41	80.00
Dubuque & Dakota	45,289	45,289	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Humeston & Shenandoah	32,469	112,612	10,821,305	491,798	470,910	101,212	93,596	1,157,516	17.10	16.50	2.33	1.14	.90	28.80
Illinois Central	309,403	629,145	80,035,200	4,245,000	6,000,637	1,593,000	1,400,094	13,238,731	12	10.60	.....	1.60	1.20	30.00
Minneapolis & St. Louis	429,029	1,009,676	113,686,145	3,092,455	7,457,610	5,110,439	262,084	15,922,588	62.00	3.30	1.40	1.00	.70	29.70
Ottumwa & Kirkville	104,696	104,696	1,256,352	68,520	2,800	1,680	67,200	140,200	2.50	96.00	2.00	2.00	2.00	100.00
Sioux City & Pacific	145,685	394,940	29,669,693	1,433,219	2,173,588	1,276,942	486,463	5,370,112	47.10	18.30	1.97	2.28	2.44	5.40
Wabash, St. Louis & Pacific	.....	5,792,537	1,254,965,026	.....	.....	.....	.....	.....	.....	.....	.....	.95	.....	.....
NARROW GAUGE ROADS.														
Burlington & Northwestern	14,616	14,616	534,648	64,193	20,000	27,000	40,290	151,483	.....	.....	4.64	4.64	4.64	100.00
Burlington & Western	13,637	13,637	648,642	67,000	50,947	28,200	22,014	168,161	19	11	1.95	1.95	1.95	100.00
St. Louis, Des Moines & N.	18,680	18,680	482,893	60,196	55,000	20,000	20,585	155,781	.....	.....	.....	6.40	6.40	100.00
Total	10,371,773	32,251,876	5,420,260,374	211,376,291	262,756,030	111,964,169	63,928,689	650,025,119	.....	.....	.....	1.24	.....	.....

TABLE XVIII.

EQUIPMENT.

RAILROADS.	LOCOMOTIVES.				CARS.									STATIONS.		EMPLOYES		AMOUNT PAID EMPLOYES DURING YEAR.	
	Total number.	Maximum weight.	Average weight.	Equipped with train brake.	Passenger cars.	Baggage, mail and express.	Parlor, dining and sleeping.	Box freight cars.	Stock cars.	Coal cars.	Other cars.	Total cars.	Cars equipped with train brakes.	Total.	In Iowa.	Total.	In Iowa.	Total.	In Iowa.
Burlington, Cedar Rapids & Northern	76	70	54	22	24	24	....	2,263	109	485	65	2,870	48	102	98	2,233	2,213	$ 1,102,334.38	$ 1,101,134.38
Central Iowa	50	58	50	10	14	11	....	612	40	586	20	1,283	25	76	74	1,250	1,250	541,015.07	541,015.07
Chicago, Burlington & Quincy	425	51	38	21	172	81	20	9,070	2,248	3,642	1,009	15,642	59	367	147	13,191	5,530	6,349,213.12	2,489,763.80
Chicago, Burlington & Kansas City	9	58	52	1	3	3	....	50	18	38	4	116	6	32	22	297	208	130,326.96	91,228.87
Kansas City, St. Jo & Council Bluffs	39	47	44	14	20	11	1	774	22	166	164	1,159	33	51	11	1,700	95	808,922.09	50,000.00
St. Louis, Keokuk & Northwestern	13	50	45	6	11	6	....	221	63	64	13	378	17	42	11	947	261	272,468.70	68,117.17
Chicago, Milwaukee & St. Paul	631	67	43	143	247	189	48	11,646	2,356	4,132	385	19,003	441	635	184	21,268	4,616	12,196,595.73	2,617,517.45
Chicago & Northwestern	580	60	53	262	283	128	13	10,143	1,435	2,654	4,251	18,907	424	572	160	15,970	3,405	9,398,385.67	1,907,040.24
Chicago, Rock Island & Pacific	310	52.5	44	68	128	49	27	4,454	1,021	1,825	836	8,340	189	222	143	8,370	5,022	4,007,730.84	2,404,638.48
Chicago, St. Paul, Minneapolis & Omaha	181	35	35	84	60	35	6	3,529	210	1,273	109	5,222	101	200	12	4,319	273	2,465,114.81	154,069.30
Crooked Creek	1	20	20	....	1	....	....	.....	.....	.....	2	3	.....	2	2	6	6	4,249.00	4,249.00
Des Moines & Fort Dodge	16	40	30	5	6	3	....	62	20	148	10	249	10	24	24	300	300	81,644.80	81,644.80
Dubuque & Dakota	2	28	28	....	2	....	....	20	10	20	3	55	.....	10	10	58	58	31,537.44	31,537.44
Humeston & Shenandoah	18	38	36	7	2	2	....	16	16	40	4	80	4	20	20	158	157	86,877.43	86,877.43
Illinois Central	52	67	55	14	18	14	3	1,000	200	300	12	1,547	18	328	59	8,209	1,171	4,678,700.22	617,522.38
Minneapolis & St. Louis	69	37	35	16	18	11	....	1,257	56	667	39	2,048	31	65	19	1,687	562	928,417.03	309,472.00
Ottumwa & Kirkville	1	45	45	1	1	....	....	.....	.....	50	...	51	.....	3	3	15	15	9,446.80	9,446.80
Sioux City & Pacific	28	45	40	9	15	10	....	389	210	146	15	785	26	50	12	960	192	434,095.57	86,995.12
Wabash, St. Louis & Pacific	584	40	40	145	198	131	....	12,000	4,000	2,814	590	19,733	329	787	74	13,244	1,460	7,918,256.36	414,732.44
(NARROW GAUGE ROADS.)																			
Burlington & Northwestern	3	20	17	....	3	1	....	40	20	21	12	97	.....	11	11	65	65	22,500.00	22,500.00
Burlington & Western	3	22	22	....	3	2	....	70	.....	30	16	120	.....	13	13	52	52	11,000.00	11,000.00
Des Moines, Osceola & Southern	6	22	18	2	3	1	....	120	20	40	20	204	4	11	11	93	93	25,000.00	25,000.00
St. Louis, Des Moines & Northern	3	18	17	2	3	1	....	35	.....	58	8	105	10	8	8	87	87	38,785.90	38,785.90
Cedar Rapids & Marion Street Railway	4	8	6	4	9	....	....	.....	.....	.....	....	9	9	2	2	21	21		
Total	3,104	....	..	836	1,244	713	118	57,771	12,074	18,599	7,587	98,106	1,814	3,633	1,130	94,500	27,112	51,542,637.92	13,164,288.07

TABLE XIX.

BRIDGES, CATTLE-GUARDS, AND CROSSINGS.

RAILROADS.	TRUSS BRIDGES.						WOODEN TRESTLE AND PILE.		ARCH CULVERTS.		BOX CULVERTS.		Bridges built within the year, length in feet.	Number of cattle-guards in Iowa.	CROSSINGS.								
	WOODEN.		COMBINATION.		IRON.										RAILROAD.		HIGHWAYS.						
																				BRIDGES.			
	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	Number.	Aggregate length in feet.	With 20 feet opening or more.	Less than 20 feet opening.	Timber.	Stone.			At grade.	Over or under.	At grade.	Over track.	Under track.	18 feet above track.	Not 18 feet above track.	At which there are flagmen.	
Burlington, Cedar Rapids & N...	2	292	17	4,770	1	113	934	54,408	.....	4	967	78	.....	1,080	19	3	767	2	2	1	1	1	
Central Iowa.....	11	2,290	3	388	....	.....	412	44,086	.....	.....	.....	2	.....	665	13	3	377	3	5	3	.....	2	
Chicago, Burlington & Quincy...	43	5,824	1	100	30	4,365	966	100,325	2	33	940	102	302	1,995	16	1	896	26	15	25	1	10	
Chicago, Burlington & K. C...	12	1,649	....	.....	....	.....	140	12,408	.....	.....	141	.....	1,167	232	3	....	60	..	1	....	.....	.....	
Kansas City, St. Jo & C. B....	2	160	....	.....	....	.....	32	2,100	.....	.....	6	.....	.....	68	2	....	36	..	....	....	.....	.....	
St. Louis, Keokuk & N. W...	11	1,198	....	.....	1	190	.....	6,638	.....	.....	49	6	.....	156	2	1	53	1	4	....	.....	.....	
Chicago, Milwaukee & St. Paul..	119	11,549	18	2,488	4	493	1,566	164,752	.....	19	878	122	.....	1,428	19	8	.....	..	....	....	.....	.....	
Chicago & Northwestern.....	27	2,448	16	3,400	24	3,106	1,425	117,566	18	499	235	75	7,023	1,249	27	5	925	6	19	6	.....	6	
Chicago, Rock Island & Pacific..	137	9,127	30	4,200	48	5,571	1,655	109,257	4	146	382	181	2,816	1,634	13	4	958	25	41	24	1	19	
Chicago, St. Paul, Minn. & O.....	2	120	....	.....	....	.....	136	8,250	.....	.....	.....	17	40	.....	2	....	66	..	....	....	.....	3	
Crooked Creek.....	1	370	....	.....	....	.....	11	500	.....	.....	4	.....	.....	9	....	....	5	..	....	....	.....	.....	
Des Moines & Ft. Dodge.....	4	310	....	.....	....	.....	112	6,155	.....	1	205	.....	2,180	138	10	....	114	..	....	....	.....	.....	
Dubuque & Dakota.....	14	840	....	.....	....	.....	78	11,312	.....	.....	176	.....	1,260	120	2	2	40	..	....	....	.....	.....	
Humeston & Shenandoah.	....	.....	17	13,500	....	.....	166	23,714	.....	.....	174	.....	.....	287	4	1	111	5	12	5	.....	.....	
Illinois Central.....	53	8,482	....	.....	1	110	623	51,394	1	17	20	143	163	390	11	1	411	3	8	3	.....	9	
Minneapolis & St. Louis.....	1	163	6	540	....	.....	96	6,720	.....	.....	168	25	653	92	6	2	86	..	....	....	.....	.....	
Ottumwa & Kirkville.....	....	.....	....	.....	....	.....	9	544	.....	.....	9	.....	544	5	....	....	5	..	1	....	1	....	
Sioux City & Pacific.....	....	.....	2	415	....	.....	67	6,058	.....	.....	.....	.....	.....	182	2	....	100	..	....	....	.....	1	
Wabash, St. Louis & Pacific.....	3	314	6	240	....	.....	135	14.137	.....	1	.....	.....	1,847	400	10	1	187	..	....	....	.....	4	
NARROW GAUGE ROADS.																							
Burlington & Northwestern.....	1	60	....	.....	....	.....	38	2,790	.....	.....	.....	.....	.....	158	1	....	38	..	....	....	.....	.....	
Burlington & Western.....	....	.....	....	.....	2	244	33	1,536	.....	.....	.....	.....	.....	.....	1	1	41	..	....	....	.....	.....	
Des Moines. Osceola & Southern.	6	452	....	.....	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	....	.....	..	....	....	.....	.....	
St. Louis, Des Moines & Northern	....	.....	56	3,400	....	.....	16	7,022	.....	.....	92	.....	.....	116	1	2	68	..	3	....	.....	.....	
Cedar Rapids & Marion Street R'y	....	.....	....	.....	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	....	.....	..	....	....	.....	.....	
Total.....	449	45,648	172	33,441	111	14,192	8,650	751,672	25	720	4,446	751	17,995	10,400	170	35	5,344	71	111	67	4	55	

TABLE XX.

TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provisions.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime and cement.	Salt.	Petroleum and oil.	Iron, steel and castings.	Stone and brick.	Manufactures.	Merchandise and other articles not enumerated.	Total.
Burlington, Cedar Rapids & Northern	189,837	160,511	27,271	134,012	32,265	150,422	567,178	46,479	17,338	2,617	48,168	.....	44,166	210,103	1,630,367
Central Iowa	65,892	2,154	.....	21,095	.....	35,910	540,653	4'486	1.411	462	4.222	7,402	.....	53,007	736,694
Chicago, Burlington & Quincy	1,435,038	107,237	76,211	547,564	43,824	785,184	1,098,348	51,279	55,073	.....	120,043	88,459	107,878	728,280	5,244,418
Kansas City, St Jo & Council Bluffs	180,446	26,922	8,879	88,640	19,632	145,286	60,404	3,576	4,380	1,332	5,512	5,892	10,320	180,901	742,122
Chicago, Milwaukee & St. Paul	997,053	335,773	43,768	360,069	159,098	921,880	558,554	36,837	44,427	.....	193,603	288,097	121,720	1,272,578	5,333,457
Chicago & Northwestern	1,022,224	229,847	80,903	340,506	107,618	1,057,368	843,839	48,344	46,681	39,288	88,540	170,362	317,190	3,453,516	7,846,226
Chicago, Rock Island & Pacific	600,097	136,538	43,269	265,347	26,684	392,156	390,221	43,560	30,682	27,279	185,687	121,606	48,369	792,004	3,103,499
Crooked Creek	60	68	10	120	.....	690	6,887	11	16	10	.....	845	.....	288	9,005
Des Moines & Fort Dodge	15,979	2,955	122	8,676	7,323	14,542	128,048	4,320	565	223	166	7,841	2,036	15,678	208,474
Dubuque & Dakota	13,224	564	4,470	7,820	.....	8,762	2.235	336	336	144	144	810	396	6,048	45,289
Humeston & Shenandoah	6,222	1,120	29	4,920	145	12,217	5,361	226	197	137	86	756	30	1,023	32,469
Illinois Central	111,494	10,612	3,439	78,547	23,640	83,202	138,687	.....	8,681	6,767	.....	.....	8,651	155,425	629,145
Minneapolis & St. Louis	75,358	157,452	7,685	14,694	6,483	122,753	392,319	6,925	1,458	1,426	50,392	29,270	20,099	123,356	1,009,670
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	101,598	.....	.....	.....	.....	.....	.....	3,098	104,696
Sioux City & Pacific	96,242	5,120	13,215	47,403	1,943	78,822	20,810	3,893	3,921	.....	.....	54,470	5,292	63,809	394,940
Wabash, St. Louis & Pacific	1,441,868	179,618	.....	350,167	128,996	800,560	968,510	.....	22,093	53,059	168,854	143,535	182,683	1,352,594	5,792,537
NARROW GAUGE ROADS.															
Burlington & Northwestern	3,927	360	184	2,522	295	1,763	2,388	18	134	.....	313	56	530	2,126	14,616
Burlington & Western	1,816	47	110	1,418	40	6,423	656	63	82	.....	966	107	152	1,757	13,637
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	18,680	18,680
Total	6,256,777	1,356,898	309,565	2,273,520	557,986	4,617,940	5,826,696	250,353	237,475	132,744	866,696	919,508	869,512	8,534,271	33,009,941

TABLE XXI.

IOWA TONNAGE CLASSIFIED.

RAILROADS.	Grain.	Flour.	Provisions.	Animals.	Other agricultural products.	Lumber and forest products.	Coal.	Plaster, lime and cement.	Salt.	Petroleum and oil.	Iron, steel and castings.	Stone and brick.	Manufactures.	Merchandise and other articles not enumerated.	Total.
Burlington, Cedar Rapids & Northern	38,332	8,085	97	52,130	10,867	74,535	157,658	25,528	811	905	423	.....	6,649	37,121	413,141
Central Iowa	65,892	2,154	.....	21,095	.....	35,910	540,653	4,486	1,411	462	4,222	7,402	.....	53,007	736,694
Chicago, Burlington & Quincy	789,427	35,858	36,822	262,500	21,388	393,043	343,909	21,310	32,728	.....	44,986	28,421	52,256	323,073	2,385,721
Chicago, Milwaukee & St. Paul	234,342	8,930	10,371	129,951	48,521	91,229	59,417	1,040	606	.....	21,367	73,422	6,499	230,288	915,983
Chicago & Northwestern	264,767	8,801	14,860	121,091	30,483	185,350	253,388	9,199	1,482	2,206	1,777	53,948	17,402	119,884	1,084,638
Chicago, Rock Island & Pacific	402,517	129,523	39,157	197,942	20,746	330,935	260,224	25,398	21,279	19,330	138,202	65,644	38,578	584,651	2,274,126
Crooked Creek	60	68	10	120	.....	690	6,887	11	16	10	.....	845	.....	288	9,005
Des Moines & Fort Dodge	15,979	2,955	122	8,676	7,323	14,542	128,048	4,320	565	223	166	7,841	2,036	15,678	208,474
Dubuque & Dakota	13,224	564	4,470	7,820	.....	8,762	2,235	336	336	144	144	810	396	6,048	45,289
Humeston & Shenandoah	6,222	1,120	29	4,920	145	12,217	5,361	226	197	137	86	756	30	1,023	32,469
Illinois Central	111,494	10,612	3,439	78,547	23,640	83,202	138,687	.....	8,681	6,767	.....	.....	8,651	155,425	629,145
Ottumwa & Kirkville	.....	.....	.....	.....	.....	.....	101,598	.....	.....	.....	.....	.....	.....	3,098	104,696
Sioux City & Pacific	36,956	2,624	10,435	20,619	894	66,021	17,090	2,990	3,690	.....	.....	37,291	4,046	33,150	235,806
NARROW GAUGE ROADS.															
Burlington & Northwestern	3,927	360	184	2,522	295	1,763	2,388	18	134	.....	313	56	530	2,126	14,616
Burlington & Western	1,816	47	110	1,418	40	6,423	656	63	82	.....	966	107	152	1,757	13,637
St. Louis, Des Moines & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	18,680	18,680
Total	1,984,955	211,701	120,106	909,351	164,342	1,304,622	2,018,199	94,925	72,018	30,184	212,652	276,543	137,225	1,585,297	9,122,120

TABLE XXII.

ACCIDENTS TO PERSONS.

RAILROADS.	KILLED.																INJURED.															
	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off train.	Highway crossings.	Miscellaneous.	Stealing rides.	While intoxicated.	Trespassers on track.	Suicides in Iowa.	Passengers.	Employes.	Others.	Total.	Derailments.	Collisions.	Caught in frogs.	Coupling cars.	Fell from train.	Getting on and off train.	Highway crossings.	Miscellaneous.	Overhead obstruction.	Stealing rides.	Trespassing on track.
Burlington, Cedar Rapids & Northern	1	3	7	11	1	1	..	..	2	....	....	..	1	..	6	1	6	25	6	37	4	5	..	7	7	2	3	7	....	2	....
Central Iowa	..	1	1	2	..	..	..	..	1	..	....	..	..	..	1	..	1	12	4	17	1	1	2	3	2	3	3	2	....	..	....
Chicago, Burlington & Quincy	1	21	22	44	..	1	..	1	10	4	3	18	3	..	4	..	5	101	13	119	4	..	..	28	18	18	....	44	4	..	3
Chicago, Burlington & Kansas City	..	1	..	1	..	..	..	1	..	..	....	..	..	..	..	..	..	4	..	4	..	..	..	3	..	..	....	..	1	..	....
Kansas City, St. Jo & Council Bluffs	..	2	1	3	..	..	..	..	1	1	....	..	1	..	..	..	..	3	2	5	..	..	..	3	..	1	....	1	....	..	....
St. Louis, Keokuk & Northwestern	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	1	1	2	..	..	..	1	..	....	....	..	....	..	....	1
Chicago, Milwaukee & St. Paul	1	16	8	25	3	..	1	2	7	....	....	4	3	..	5	..	2	26	4	32	14	..	..	5	6	1	....	1	....	3	2
Chicago & Northwestern	..	19	9	28	3	2	..	3	5	1	....	5	..	1	9	..	7	32	9	48	7	2	1	21	4	1	....	2	1	..	9
Chicago, Rock Island & Pacific	1	9	10	20	..	1	2	3	4	2	1	..	..	2	7	..	3	3	1	7	..	..	..	..	1	4	....	1	....	..	1
Chicago, St. Paul, Minneapolis & Omaha	..	5	..	5	..	..	..	2	..	..	....	3	..	..	..	..	..	....	..	....	..	..	..	..	..	..	....	..	....	..	....
Des Moines & Fort Dodge	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	2	..	2	..	..	..	1	1	..	....	..	....	..	....
Dubuque & Dakota	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	....	..	....	..	..	..	..	..	..	....	..	....	..	....
Humeston & Shenandoah	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	....	..	....	..	..	..	..	..	..	....	..	....	..	....
Illinois Central	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	1	..	1	..	1	..	..	..	..	....	..	....	..	....
Minneapolis & St. Louis	..	4	4	8	..	..	..	3	2	2	....	1	..	2	....	..	1	20	7	28	1	1	..	14	1	5	1	4	....	1	....
Ottumwa & Kirkville	..	..	..	....	..	..	..	..	..	..	....	..	..	..	....	..	..	8	2	10	..	..	..	5	..	1	1	2	....	1	....
Sioux City & Pacific	..	..	2	2	..	..	..	..	..	..	....	..	..	..	....	..	..	2	..	2	..	..	..	2	..	..	....	..	....	..	....
Wabash, St. Louis & Pacific	..	..	..	....	..	..	..	..	..	..	....	..	..	..	2	..	..	10	..	10	..	..	..	2	1	1	....	5	1	..	....
NARROW GAUGE ROADS.																															
Burlington & Northwestern	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	3	1	4	1	..	..	2	..	..	....	..	....	..	....	1
Burlington & Western	..	1	..	1	..	..	..	..	1	..	....	..	..	..	..	..	..	1	..	1	..	..	..	1	..	..	....	..	....	..	....	....
St. Louis, Des Moines & Northern	..	..	..	....	..	..	..	..	..	..	....	..	..	..	..	..	..	....	..	....	..	..	..	..	..	..	....	..	....	..	....	....
Cedar Rapids & Marion Street Railway	..	..	1	1	..	..	..	..	1	..	....	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	....	..	....	..	....	....
Total	4	82	65	151	7	5	3	16	33	10	4	31	8	5	54	1	25	255	50	330	32	10	3	98	42	37	8	69	7	7	17

TABLE XXIII.

PROPERTY ACCOUNTS, CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

RAILROADS.	CONSTRUCTION.									
	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damages and fences.	Passenger and freight stations, coal sheds and water stations.	Engine houses, car shed and turn tables.	Machine shops, including machinery and tools.	Engineering, agencies, salaries and construction expenses.	Purchase of other roads.	Total for construction.
Burlington, Cedar Rapids & N.	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$.....	$ 48,576.64
Central Iowa.....	9,228.79	449 98	35,587.59	25,490.43	3,383.72	6,115.15	9,710.35	557.60	.....	90,523.61
Chicago, Burlington & Quincy..	142,392 81	28,202 24	600.00	42,836 04	98,825.44	9,940.14	199,029.13	613.39	.....	522,439 19
Kansas City, St Jo & C. B..	15,916.02	36,338.19	.....	15,540 05	1,372.41	.....	.....	.....	57,711.18	126,877.85
Chicago, Milwaukee & St. Paul.	.....	85,361.61	295,663.46	193,293.21	377,369.46	625,344.25	.....	.....	10,014,6[illegible].61	11,591,683.60
Chicago & Northwestern.....	102,111.51	236,876 07	1,324,270.49	195,733 87	230,345 20	.....	.....	86,865.14	†2,422,11[illegible].02	4,598,317.30
Chicago, Rock Island & Pacific.	26,747.71	482,043.94	.....	2,648.05	6,890.41	.....	.....	9,029.10	.....	527,359.21
Chicago, St. Paul, M. & O.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3,424,404.09
Des Moines & Fort Dodge.....	175,043.00	44,033.80	670,752.62	28,646.52	36,112 77	.....	.....	14,355.39	*1,262,2[illegible].00	2,231,164.10
Dubuque & Dakota.....	.....	9,390 72	.....	95.65	1,012 98	50.30	.....	.....	.....	10,549 65
Minneapolis & St. Louis.....	116,897.23	30,983.33	407,246.73	17,682 79	11,738.34	7,999 61	50,829.33	73,153.83	†755,01[illegible].00	1,471,550.19
Ottumwa & Kirkville.....	9,739.53	3,185.08	35,924.16	2,428 00	1,167.32	1,379.35	93 14	10,448.64	†192,11[illegible].70	256,481.92
Sioux City & Pacific.....	.....	48.52	4,306.83	18,312 89	6,454 84	.....	1,743.11	.....	.....	30,866.19
Wabash, St. Louis & Pacific.....	12,050.67	467,550.42	234,982.75	75,979.24	102,037.10	46,364.10	.....	10,138.51	7,454,168.08	8,403,270.87
NARROW GAUGE ROADS.										
Burlington & Northwestern.....	.....	.....	.....	264.65	94.15	1.10	279.03	.....	.....	638.93
Burlington & Western.....	39,797.29	41,386.24	58,147.86	3,624.82	10,640.83	1,376.86	4.35	8,744.68	.....	163,722.93
Total.....	649,924.56	1,465,850.14	3,067,482.49	622,576.21	887,444.97	698,570.86	261,688.44	213,906.28	22,158,001.59	33,498,426.27

* Discount on stock and bonds sold.
† Other expenditures charged to property account.

TABLE XXIII.—CONTINUED.

RAILROADS.	EQUIPMENT.				TOTAL.		
	Locomotives.	Passenger, baggage and express cars.	Freight and other cars.	Total for equipment.	Total expenditures for property accounts.	Credits to property accounts.	Net additions to property accounts.
Burlington, Cedar Rapids & Northern	$ 130,241.16	$ 1,467.05	$ 405,211.01	$ 536,919.22	$ 585,495.86	$	$ 585,495.86
Central Iowa	.....	1,209.61	7,075.96	8,285.57	98,809.18	15,609.25	83,199.93
Chicago, Burlington & Quincy	141,472.03	71,379.47	58,992.08	271,843.58	794,282.77	.....	794,282.77
Kansas City, St. Jo & Council Bluffs	.....	.....	7,184.14	7,184.14	134,061.99	.....	134,061.99
Chicago, Milwaukee & St. Paul	618,123.33	289,661.17	765,124.58	1,672,909.08	13,264,592.68	6,530.00	13,258,062.68
Chicago & Northwestern	.....	.....	.....	758,092.33	5,356,409.63	.....	5,356,409.63
Chicago, Rock Island & Pacific	.....	.....	.....	139,554.33	666,913.54	.....	666,913.54
Chicago, St. Paul, Minneapolis & Omaha	573,591.4-	62,288.86	369,775.61	1,005,655.95	4,430,060.04	.....	4,430,060.04
Crooked Creek	.....	885.00	.....	885.00	885.00	.....	885.00
Des Moines & Ft. Dodge	51,100.	2,332.80	60,659.27	114,092.07	2,345,256.17	.....	2,345,256.17
Dubuque & Dakota	.....	2,800.00	.....	2,800.00	13,349.65	.....	13,349.65
Minneapolis & St. Louis	19,739.56	6,303.00	1,892.37	27,925.93	1,499,476.12	66,862.16	1,422,619.96
Ottumwa & Kirkville	6,800.00	1,700.00	24,500.00	33,000.00	289,481.92	.....	289,481.92
Sioux City & Pacific	.....	.....	.....	3,049.09	33,915.28	677.00	33,238.28
Wabash, St. Louis & Pacific	20,641.50	5,298.10	79,965.01	105,904.61	8,509,175.48	.....	8,509,175.48
NARROW GAUGE ROADS.							
Burlington & Northwestern	.....	.....	134.05	134.05	772.98	.....	772.98
Burlington & Western	31,844.19	10,735.62	28,736.88	71,316.69	235,039.62	.....	235,039.62
Total	1,593,544.25	456,060.68	1,809,250.96	4,759,551.64	38,257,977.91	89,678.41	38,168,299.50

TABLE XXIV.

COMPARATIVE SUMMARY FOR THE YEAR ENDING JUNE 30, 1878, 1879, 1880, 1881, 1882 AND 1883.

	1878.	1879.	1880.	1881.	1882.	1883.
TOTAL LENGTH OF ROADS AND BRANCHES :						
Total length of roads and branches in Iowa	4,157.15	4,396.04	4,977.01	5,425.98	6,337.43	7,014.95
Total length of double track in Iowa	3.00	6.06	24.76	40.07	47.06	47.06
Total length of sidings in Iowa	452.61	481.92	539.55	497.19	700.73	877.16
Capital stock paid in	$ 183,488,642.54	$ 185,614,375.77	$ 264,482,954.21	$ 288,713,878.86	$ 345,918,605.27	$ 379,360,616.43
Capital stock paid in per mile of road	21,928.62	21,428.31	17,426.72	19,149.54	18,649.22	18,339.46
Total funded debt	154,155,222.38	158,415,089.28	217,991,725.53	296,102,077.78	368,782,177.78	397,214,806.16
Total unfunded debt	5,985,587.14	4,580,747.14	10,742,168.86	11,674,408.60	17,446,150.23	19,633,116.04
Total debt	160,140,809.52	162,995,836.42	228,733,894.39	307,776,486.38	386,228,328.01	416,847,922.20
Total debt per mile	19,158.27	18,850.25	16,607.02	20,413.91	20,822.40	20,151.71
Total stock and debt	344,429,452.06	348,609,312.13	493,216,848.60	596,490,365.24	732,146,933.28	796,141,238.63
Total stock and debt per mile of road	41,425.00	39,742.33	40,461.90	39,563.45	39,471.62	38,487.92
Total cost of road and equipment	316,185,372.00	266,371,497.16	399,720,231.59	587,994,978.74	669,722,467.04	761,749,319.12
Total cost of road and equipment per mile	40,496.76	40,980.23	44,426.20	39,397.70	36,413.81	38,893.20
Proportion of cost for Iowa	130,967,401.55	119,179,644.35	202,963,513.02	212,834,982.03	215,979,324.81	219,739,068.19
EARNINGS :						
From passengers	9,819,118.44	9,641,073.21	13,809,589.43	15,766,336.30	21,759,616.01	24,818,471.81
From express	627,036 91	698,307.70	1,147,126.73	1,476,042.40	1,862,688.90	2,198,917.16
From mails	766,194.24	811,748.72	1,188,471.44	1,323,218.64	1,723,221.26	1,852,484.59
From freight	32,211,873.46	32,030,710.10	47,156,826.57	56,266,944.40	66,353,972.66	68,860,939.05
From other sources	695,662.03	733,071.42	1,162,746.80	1,750,419.17	1,059,707.39	2,062,909.52
Total earnings	44,119,285.04	44,024,445.08	64,464,761.92	76,582,960.91	92,759,206.22	99,793,722.03
Proportion for Iowa				28,452,181.91	32,023,966.03	34,433,354.77
Earnings per mile of road	5,902.52	5,586.62	5,491.23	5,083.73	5,606.66	5,386.42
Earnings per train mile, passenger trains	1.60	1.60	1.28	1.38	1.36	1.30
Earnings per train mile, freight trains	2.03	1.73	1.13	1.72	1.69	1.56
Earnings per train mile, all trains earning revenue	1.89	1.67	1.17	1.63	1.60	1.50
Earnings above operating expenses	19,087,374.45	18,996,183.70	28,817,321.35	29,341,465.76	33,982,731.69	37,014,054.17
Earnings above operating expenses for Iowa				11,663,777.52	11,511,572 98	11,605,904.27
Total income from all sources	44,119,285.04	44,024,445.08	64,464,761.02	76,611,097.38	95,032,114.49	100,895,721.93

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Increase of 1883 over 1882.	Decrease of 1879 over 1878.	Decrease of 1880 over 1879.	Decrease of 1881 over 1880.	Decrease of 1882 over 1881.	Decrease of 1883 over 1882.
TOTAL LENGTH OF ROADS AND BRANCHES:										
Total length of roads and branches	238.89	580.97	448.97	911.45	677.52	.....	.....	.....	.....	.....
Total length of double track	3.06	19.70	15.31	6.99	.....	.....	.....	.....	.....	.....
Total length of sidings in Iowa	29.31	57.63	.....	203.54	176.43	.....	.....	42.36	.....	.....
Capital stock paid in	$ 2,125,733.23	$ 78,868,578.44	$ 24,230,924.65	$ 57,204,726.41	$ 33,442,011.16	$.....	$.....	$.....	$.....	$.....
Capital stock paid in per mile	.....	.....	1,722.82	.....	.....	498.31	4,181.59	.....	500.32	309.76
Total funded debt	4,259,866.90	59,576,636.25	78,110,352.25	72,680,100.00	28,432,628.38	.....	.....	.....	.....	.....
Total unfunded debt	.....	6,161,421.72	932,239.74	5,771,741.43	2,186,965.81	1,404,840.00	.....	.....	.....	.....
Total debt	2,856,026.90	65,738,057.97	79,042,591.99	78,451,841.63	31,619,594.19	.....	.....	.....	.....	.....
Total debt per mile	.....	.....	3,806.89	408.49	.....	308.02	2,243.23	.....	.....	670.69
Total stock and debt	4,179,860.07	144,607,436.47	103,273,516.64	135,656,568.04	63,994,305.35	.....	.....	.....	.....	.....
Total stock and debt per mile	.....	319.57	.....	.....	.....	1,682.67	.....	1,064.20	1.83	983.70
Total cost of road and equipment	.....	133,348,734.43	188,274,747.15	81,727,488.30	92,026,852.08	49,813,874.84	.....	.....	.....	.....
Total cost of road and equipment per mile	483.47	3,445.97	.....	.....	2,479.39	.....	.....	5,028.50	2,983.89	.....
Proportion of cost for Iowa	.....	83,783,898.67	9,871,439.01	3,144,342.78	4,159,743.38	11,787,757.20	.....	.....	.....	.....
EARNINGS:										
From passengers	.....	4,168,516.27	1,956,746.82	5,993,278.91	3,058,855.80	178,045.23	.....	.....	.....	.....
From express	71,270.79	448,819.03	328,915.67	386,646.50	336,228.26	.....	.....	.....	.....	.....
From mails	55,554.48	366,722.72	134,747.20	400,002.62	129,263.33	.....	.....	.....	.....	.....
From freight	.....	15,126,116.47	9,110,117.83	10,087,028.26	2,506,966.39	181,163.36	.....	.....	.....	.....
From other sources	37,409.39	429,675.38	587,672.37	.....	1,003,202.13	.....	.....	.....	690,711.78	.....
Total earnings	.....	20,440,315.94	12,118,199.89	16,176,245.31	7,034,515.81	94,839.96	.....	.....	.....	.....
Proportion for Iowa	.....	.....	.....	3,571,784.12	2,409,388.74	.....	.....	.....	.....	.....
Earnings per mile of road	.....	.....	.....	522.93	.....	315.90	95.39	407.50	.....	220.24
Earnings per train mile, passenger	.....	.....	.10	.....	.....	.....	.32	.....	.02	.06
Earnings per train mile, freight	.....	.....	.59	.....	.....	.30	.60	.....	.03	.13
Earnings per train mile, all trains	.....	.....	.46	.....	.....	.22	.50	.....	.03	.10
Earnings above operating expenses	.....	9,821,137.65	524,144.41	4,641,265.93	3,031,322.48	91,190.75	.....	.....	.....	.....
Earnings above operating expenses for Iowa	.....	.....	.....	.....	94,331.29	.....	.....	.....	152,204.54	.....
Total income from all sources	.....	20,440,315.94	12,146,336.36	18,421,071.11	5,863,607.44	94,839.96	.....	.....	.....	.....

TABLE XXIV—CONTINUED.

	1878.	1879.	1880.	1881.	1882.	1883.
OPERATING EXPENSES:						
Maintenance of way and buildings	$ 7,976,042.61	$ 7,754,884.42	$ 9,698,394 99	$ 12,326,243.06	$ 16,354,670.75	$ 14,031,449.30
Motive power and cars	3,944,677,28	3,837,006.43	5,125,060.67	6,580,957.05	7,902,804.06	9,856,772.93
Conducting transportation	10,511,914.51	10,846,153.04	16,171,4 8.16	20,863,909.35	26,634,596.17	29,849,744.30
General expenses	2,594,028.44	2,590,217.49	4,652,565.85	6,313,874 42	7,884,403.55	9,041,701.33
Total operating expenses	25.026,662.84	25,028,263.38	35,647,429.67	46,084,983.88	58,776,474.53	62,779,667.86
Proportion for Iowa	12,565,950.23	12,904,420 92	13,982,653.77	16,788,404.39	20,512,393.05	22,827,450 50
Operating expenses, per mile of road	3,348.20	3,176.30	3,036.51	3,059.23	3,552.64	3,388.57
Operating expenses, per train mile	1.09	.97	.66	1.00	.75	.95
Operating expenses, per cent of earnings	.57	.57	.55	.60	.63	.63
Interest and rental	11,518,010.88	9,448,881 83	13,558,356.37	16,137,716.93	21,845,092.58	22,545,678.22
Interest and rental, per mile of road	1,469.35	1,285.55	1,170.26	1,071 26	1,320.38	1,216.91
Interest and rental, per cent of earnings	.26	.21	.21	.21	.23	.22
Operating expenses, interest and rental	36,544,673.72	34,477,125.21	49,205,796.04	62,310,612.72	80,621,567.11	85,325,475.34
Operating expenses, interest and rental, per mile	4,889.14	4,368 05	4,191.44	4,136.32	4,873.04	4,605.50
Operating expenses, interest and rental, per train mile	1.58	1.38	.91	1.30	1.03	1.29
Operating expenses, interest and rental, per cent of earnings	.83	.78	.76	.81	.87	.85
TRAIN MILEAGE:						
Miles run by passenger trains	6,649,187	6,971,372	12,618,247	10,868,981	18,575,194	22,238,989
Miles run by freight trains	15,871,538	18,505,500	41,513,231	27,179,355	39,106,906	44,069,309
Miles run by mixed trains	510,180	392,605	.....	7,954,157	6,744,011	.....
Miles run by trains earning revenue	23,030,905	25,869,657	54.131,478	46,002,493	64,426,111	66,308,298
Miles run by construction and other trains	1,445,729	1,469,948	5,742,068	4,207,472	14,005,754	22,190,174
PASSENGERS:						
Total number carried	7,511,770	7,927,683	11,423,337	13,259,820	20,927,026	23,230,798
Total number carried one mile	280,274,228	330,408,980	475,410,765	596,871,465	787,021,961	918,227,111
Average rate of fare per mile per passenger, cents	3 50	2.92	2.90	2.77	2.75	2 67
Average distance traveled by each passenger, miles	37.30	41.60	41.60	45.00	37.47	34.90
FREIGHT;						
Total tons carried	6,804,338	8,553,311	21,665,716	25,040,973	31,062.765	32.251,876
Total tons carried one mile	1,514,083,462	2,790,826,910	3,603,943,923	4,222,249,822	4,631,564,735	5,420,260,374
Average rate in cents	2.10	1 10	1.30	1.49	1.29	1.24
Average length of haul for each ton carried, miles	222.50	326.30	166.30	169.53	149.10	168.06

TABLE XXIV—CONTINUED.

	Increase of 1879 over 1878.	Increase of 1880 over 1879.	Increase of 1881 over 1880.	Increase of 1882 over 1881.	Increase of 1883 over 1882.	Decrease of 1879 from 1878.	Decrease of 1880 from 1879.	Decrease of 1881 from 1880.	Decrease of 1882 from 1881.	Decrease of 1883 from 1882.
OPERATING EXPENSES:										
Maintenance of way, etc	$	$ 1,943,510.57	$ 2,627,848.07	$ 4,028,427.69	$	$ 221,158.19	$	$	$	$2,323,221.45
Motive power and cars	.....	1,288,052.24	1,455,896 38	1,321,847 01	1,953,968.87	107,668.85	.....	.....	.....	.....
Conducting transportation	334,238.53	5,325,265.12	4,692,491.19	5,770,686.82	3,215,148.13	.....	.....	.....	.....	.....
General expenses	.....	2,062,348.36	1,661,308.57	1,570,529.13	1,157,297.78	3,810.95	.....	.....	.....	.....
Total operating expenses	1,000 54	10,619,176.29	10,437,544.21	12,691,490 65	4,003.193 33	.....	.....	.....	.....	.....
Proportion for Iowa	338,470 69	1,078,232.85	2,805,750.62	3,723,988.66	2,315,057.45	.....	.....	.....	.....	.....
Operating expenses per mile	.....	.....	22.72	493.41	.....	171.90	139.79	.....	.....	164.07
Operating expenses per train mile	.....	.....	.34	.....	.20	.12	.31	.....	.25	.....
Operating expenses per cent of earnings	.....	.....	.65	.03	.....	.....	.02	.....	.....	.....
Interest and rental	.....	4,109,494.54	2,579,360.56	5,707,375 65	700,585.64	2,069,149.05	.....	.....	.....	.....
Interest and rental per mile	.....	.....	.....	249.12	.....	183.80	115.29	99.00	.....	103.47
Interest and rental per cent of earnings	.....	.....	.....	.02	.....	.05	.....	.....	.....	.01
Operating expenses, interest, etc.	.....	14,728,670.83	13,104,816.68	18,310,954.39	4,703,908.23	2,067,548.51	.....	.....	.....	.....
Operating expenses, interest, and rental per mile	.....	.....	.....	736.70	.....	521.09	176.61	55.12	.....	267.52
Operating expenses, interest, and rental per train mile	.....	.....	.39	.....	.26	.20	.47	.....	.27	.....
Operating expenses, interest, and rental per cent of earnings	.....	.....	.05	.06	.....	.07	.02	.....	.....	.02
TRAIN MILEAGE:										
Miles run by passenger trains	322,185	5,646,875	.....	7,706,213	3,663,795	.....	.....	1,749,266	.....	.....
Miles run by freight trains	2,634,052	23,007,641	.....	11,927,551	4,962,403	.....	.....	14,333,876	.....	.....
Miles run by mixed trains	.....	.....	7,954,157	.....	.....	117,485	.....	.....	1,210,146	6,744,011
Miles run by trains earning rev.	2,838,752	28,261,821	.....	18,423,618	1,882,187	.....	.....	8,128,985	.....	.....
Miles run by other trains	24,219	4,272,120	.....	9,706,282	8,184,420	.....	.....	1,534,596	.....	.....
PASSENGERS:										
Total number carried	415,913	3,495,854	1,836,283	7,667.206	2,303,772	.....	.....	.....	.....	.....
Total number carried one mile	50,134,752	145,001,785	121,460,700	190,150,496	131,205,150	.....	.....	.....	.....	.....
Average rate of fare per mile	.....	.....	.....	.....	.....	.58	.02	.13	.02	.08
Average distance traveled	4.30	.....	3.41	.....	.....	.....	.....	.....	7.53	2.57
FREIGHT:										
Total tons carried	1,748,973	13,112,405	3,375,257	6,021,792	1,189,111	.....	.....	.....	.....	.....
Total tons carried one mile	1,276,243,448	813,117,013	618,305,899	409,314,913	788,695,639	.....	.....	.....	.....	.....
Average rate, in cents	.....	.20	.19	.....	.....	.01	.....	.....	.20	.05.
Average length of haul for each	103.80	.....	3.23	.....	18.96	.....	160.00	.....	20.43	.....

TABLE XXV.

GRADES ASCENDING EAST AND SOUTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Chicago, Burlington & Quincy, main line	12.88	8.01	7.78	6.42	4.80	7.80	5.80	8.01	4.03	13.82	1.82	3.80	17.41	.....	.....	.....	....	....	....	44.54	275
Chicago, Rock Island & Pacific, main line	11.27	10.13	9.20	14.17	12.27	6.23	7.82	23.28	.08	13.34	.....	.....	.....	.....	.....	.....	....	....	....	73.22	317
Chicago & Northwestern, main line	24.70	13.45	14.13	10.59	9.77	5.21	7.91	10.95	1.46	14.51	2.21	.....	.85	.....	.34	.....	....	....	....	95.76	350
Illinois Central	20.64	12.79	10.29	7.39	11.34	6.20	8.16	9.92	11.86	13.61	.17	1.34	4.20	1.08	1.57	.....	....	....	....	75.68	327
Chicago, Milwaukee & St. Paul	8.14	9.34	10.78	11.53	12.82	6.91	8.86	18.46	8.39	10.72	.....	.85	.....	1.25	.....	.....	....	....	....	57.60	292
Charlton to Mt. Ayr	1.30	1.29	2.14	1.47	.21	1.25	1.60	.23	.87	6.16	5.61	2.17	3.03	.....	.....	.....	....	....	...	12.92	75
Charlton to Indianola	.28	.66	1.00	.28	1.53	.76	.50	.30	1.06	1.04	1.08	.38	1.74	2.73	1.27	.....	....	....	....	2.80	32
Creston to State Line	3.18	4.05	1.23	1.74	1.06	.83	.76	1.67	1.53	2.09	.....	.....	.....	.....	.....	.....	....	....	....	9.85	44
Creston to Greenfield and Fontanelle	3.01	1.29	.70	.....	.19	.68	.38	.82	.09	.51	.13	.21	.53	.....	.51	.....	....	....	....	8.85	28
Villisca, Clarinda and State Line	2.86	.98	.57	.90	1.78	1.13	.53	.....	.....	.53	.22	.22	.....	.....	.....	.....	....	....	....	10.17	26
Hastings to Sidney	2.50	1.02	.95	.87	.61	.....	.....	.86	.48	.82	.....	.28	.28	.....	.....	.....	....	....	....	9.94	25
Albia, Knoxville and Des Moines	.90	1.85	1.57	.79	2.07	1.21	3.67	2.05	1.86	2.40	3.92	1.00	.91	.....	.....	.....	....	....	....	12.92	68
Burlington and Keokuk	5.00	1.76	2.12	1.46	1.88	2.46	.83	.13	.....	.32	.....	.....	.13	.....	.....	.....	....	....	....	12.94	42
Hastings and Carson	.15	.34	.21	.76	.41	.30	1.27	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	....	....	4.26	16.50
Red Oak to Griswold	.76	1.36	.32	.68	.15	.28	.21	.....	.21	.28	.....	.....	.....	.....	.....	.....	....	....	....	5.40	18
Red Oak to Hamburg	4.59	1.80	5.00	3.86	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	....	....	15.30	39
Davenport to Knoxville	8.67	7.76	4.65	1.90	3.10	3.11	3.43	6.56	2.79	9.55	.76	.....	.....	.....	.....	.....	....	....	....	20.33	114.67
Washington to State Line	4.00	3.82	7.07	5.72	3.43	3.00	3.52	2.00	1.42	3.92	1.32	3.70	.90	5.85	.38	.....	....	....	....	21.23	130
Des Moines, Indianola and Winterset	2.20	1.40	.76	.72	.68	1.42	.32	.60	.....	.09	.....	.....	.....	.....	.....	.....	....	....	....	19.31	49
Atlantic to Audubon	.76	.76	1.02	.38	.07	.....	.....	.68	.26	.19	.....	.....	.....	.....	.....	.....	....	....	....	5.64	24.60
Avoca to Harlan	.....	.....	.....	.76	.....	.....	.....	.80	.19	.....	.....	.....	.....	.....	.....	.....	....	....	....	3.70	12
Atlantic to Griswold	.19	.19	.19	.40	.28	.09	.....	.....	.....	1.70	.....	.....	.....	.....	.....	.....	....	....	....	6.49	14.71
Avoca to Carson	.15	.60	.91	.....	.32	.38	.21	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	....	....	5.52	17.32
Menlo to Guthrie Center	1.00	.43	.93	.40	.57	.....	.26	.19	.30	.21	.....	1.42	1.42	.....	.91	.....	....	....	....	1.54	14.20
Clinton to Anamosa	.....	1.76	.55	1.55	2.52	3.66	.51	1.53	.45	11.31	.....	.....	.....	.....	.....	.....	....	....	....	18.89	71
Maple River Road	8.90	4.85	6.00	4.38	4.41	2.60	.26	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	....	....	14.33	60
Stanwood to Tipton	.57	.20	.....	.....	.....	.....	.....	.....	.72	1.42	.....	.53	.....	.38	.....	.....	....	....	....	1.45	8.50
Wall Lake to Sac City	.79	.38	.....	1.20	.30	.19	.....	.....	.38	.26	.....	.....	.....	.....	.....	.....	....	....	....	2.40	12.70
Tama City to Garwin	.09	.30	.30	.....	.19	.09	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	....	....	....	1.61	12.00
Burlington & Southwestern	.42	3.22	.97	1.50	.84	.74	1.78	1.08	.40	2.20	2.10	2.49	8.45	.....	.....	.....	....	....	....	25.32	77.76
Burlington & Northwestern to Washington	3.75	1.08	.28	.41	.87	1.64	.71	.42	.....	1.72	1.30	1.02	1.10	.....	.....	.....	....	....	....	4.14	37.10
Burlington, Cedar Rapids & N., main line	6.48	4.89	5.27	6.08	5.87	5.62	2.56	7.79	4.22	11.76	2.42	5.06	.17	.....	.06	.....	....	....	....	72.02	251
Cedar Rapids to Postville	.95	4.19	1.29	3.58	6.48	1.42	3.00	2.39	2.33	6.00	.....	1.59	.....	.57	1.06	.49	....	....	....	18.19	98
Vinton to Holland	.83	1.34	.69	.34	1.46	1.46	.66	3.77	.26	.....	.19	.49	.....	.....	.....	.....	....	....	....	33.40	71
Muscatine to Riverside	.15	.93	.96	.38	1.14	.09	.21	1.76	.42	1.76	.36	.....	.....	.....	.40	.....	.11	....	....	9.26	31
Elmira to What Cheer	3.26	3.92	1.97	1.82	4.01	1.57	.85	.76	.68	1.00	1.02	2.23	.38	.19	.19	.....	....	....	....	15.73	66.64

TABLE XXV—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																			Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	74 feet.	80 feet.	85 feet.	90 feet.	95 feet.	100 feet.	Level.	
Central Iowa Railway	5.26	6.50	6.02	8.64	4.41	3.49	6.63	6.04	4.89	8.33	3.09	6.51	1.88	.68	....	....	....	....	....	17.81	189
Des Moines & Fort Dodge	8.63	5.55	2.82	1.14	3.43	1.40	1.06	.40	.36	1.42	....	1.14	....	....	....	....	....	....	....	25.42	88
Des Moines & Minneapolis	2.08	2.56	1.34	1.99	.76	1.22	.99	.95	1.59	1.38	1.02	1.60	.17	.50	.81	....	....	....	....	14.11	58
Missouri, Iowa & Nebraska	1.86	2.63	.80	.59	.65	1.14	.63	.40	.19	1.40	2.90	1.84	....	....	....	....	....	....	....	1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.42	.97	.72	2.54	.93	.47	1.38	.70	.21	2.80	1.21	2.40	1.93	3.39	.23	.74	....	....	....	6.46	43
Council Bluffs & St. Louis, Wabash	.87	2.10	1.35	.61	1.40	.78	1.00	1.69	2.21	.66	7.78	5.19	....	....	....	....	....	....	....	14.04	69
Clarinda to State line	....	.55	.13	....	.17	....	.55	.66	.11	....	....	....	....	....	....	....	....	....	....	4.77	11.42
Sioux City & St. Paul	....	2.13	1.10	1.25	1.67	.76	1.31	.85	....	.53	....	....	....	....	....	....	....	....	....	15.96	57
Sioux City & Pacific	1.02	.19	.09	....	....	.09	....	....	....	.47	....	....	....	....	....	....	....	....	....	46.73	76
Milwaukee & St. Paul, Sabula to Cedar Rapids	.19	1.36	2.90	1.89	4.15	.76	.68	2.18	.95	10.10	2.91	....	....	....	....	....	....	....	....	22.97	93
Milwaukee & St. Paul, State line to Mason City	.80	2.48	1.02	1.67	2.19	.93	1.25	2.61	.45	.55	....	....	....	....	....	....	....	....	....	17.04	40
Milwaukee & St. Paul, State line to Calmar	.36	.19	1.10	1.18	3.22	1.57	4.11	....	....	....	....	....	....	....	....	....	....	....	....	41.23	68
Milwaukee & St. Paul, Conover to Decorah	....	....	.57	1.13	1.40	1.70	....	....	1.13	.57	....	....	....	.57	....	.57	....	....	....	7.74	9
Clinton, Dubuque and State line	7.52	10.53	2.00	.66	.47	.11	....	1.04	....	....	....	....	....	....	....	....	....	....	....	88.30	139.60
Turkey River Branch	1.51	1.89	.85	1.19	.08	.59	....	....	....	....	....	....	....	....	....	....	....	....	....	14.30	43.60
Waukon & Mississippi	.89	.83	..	....	.40	....	....	....	....	.07	....	....	....	....	....	....	....	....	....	4.20	23
Dubuque & Dakota, Tripoli to Hampton	.94	.45	1.72	.47	2.61	.53	1.47	.57	.28	7.33	....	....	....	....	....	....	....	....	....	17.16	55.26
Cedar Falls & Minnesota	3.32	3.71	3.31	1.91	3.52	.74	1.93	1.17	.81	3.03	1.92	....	....	....	....	....	....	....	....	12.60	75
Kansas City, St. Joseph & Council Bluffs	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State line	2.31	6.04	1.48	3.82	2.79	1.29	1.29	2.12	.68	5.59	....	....	....	....	....	....	....	....	....	28.24	89.67
Des Moines, Adel & Western	1.14	.34	1.57	.34	.38	1.86	.91	.38	.76	1.20	....	1.38	....	....	....	1.40	....	....	....	5.30	28.60
Fort Madison & Northwestern	....	.13	.30	....	.38	.22	.26	.52	....	.52	....	....	....	....	....	....	....	....	....	2.84	11.74
Albia to Centerville, Missouri, Iowa & Nebraska	.61	1.00	.25	.19	.27	.61	.06	.53	.18	.45	.42	1.12	.95	....	.13	....	....	....	....	8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy	....	.80	.32	....	....	.53	.34	.57	.63	.47	....	.10	....	....	....	....	....	....	....	3.81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	2.01	3.16	1.42	1.95	1.74	.64	3.05	1.20	.25	2.90	.93	1.38	....	....	....	....	....	....	....	11.04	47.91
Davenport Northwestern, Fayette to Jackson Junction	1.00	.76	.56	.83	.85	.47	.45	2.58	1.15	4.03	....	....	....	....	....	....	....	....	....	3.64	25.06
Wilton to Muscatine	.15	1.25	....	.60	1.10	1.14	1.06	1.82	....	....	....	....	....	....	....	....	....	....	....	2.07	11.67

TABLE XXVI.

GRADES ASCENDING WEST AND NORTH.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																			Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Chicago, Burlington & Quincy, main line	19.87	12 42	15.15	10.17	5.13	6.42	8.39	3.18	8.33	15.70	4.51	4.12	12.95	....	....	....	....	....	....	44.54	275
Chicago, Rock Island & Pacific, main line	27.01	11.86	12.90	9.13	16.25	8.52	8.96	18.07	3.77	14.83	2.09	....	....	....	....	....	....	....	....	73.22	317
Chicago & Northwestern, main line	34.33	16.09	16.50	10.25	13.47	6.42	10.66	10.99	2.46	12.50	.. .	1.61	.49	1.00	1.36	....	....	....	....	95.76	350
Illinois Central, main line	13.84	10.40	11.38	13.09	11.31	5.66	9.09	13.86	17.42	12.16	2.54	2.56	.....	3.86	.17	.42	....	....	....	75.68	327
Chicago, Milwaukee & St. Paul, main line	11.96	13.14	9.20	10.55	12.80	7.16	12.71	14.71	8.01	21.74	2.25	1.93	.19	....	....	....	....	....	....	57.60	292
Chariton to Mt. Ayr	3.07	2.85	2.21	1.27	1.87	.98	1.06	2.16	1.55	5.17	1.26	4.60	6.36	.45	....	....	....	....	....	12.92	75
Chariton to Indianola	.55	1.02	1.48	.86	.70	.43	.80	1.38	.74	.64	.52	1.36	2.67	.21	.42	.81	....	....	....	2.80	32
Creston to State line	2.12	1.95	.49	.59	.83	.76	1.00	.83	1.32	1.12	....	....	....	....	....	....	....	....	....	9.85	44
Creston to Greenfield and Fontanelle	1.18	1.40	1.02	.36	2.71	.53	.19	1.44	.61	.32	....	.19	.15	....	....	....	....	....	....	8.85	28
Villisca, Clarinda and State line	1.42	1.21	.43	.81	.55	.28	.09	.24	.66	.51	....	....	....	....	....	....	....	....	....	10.17	26
Hastings to Sidney	.53	.57	.63	.30	.51	....	.80	.15	.13	.68	....	.82	1.27	....	....	....	....	....	....	9.94	25
Albia, Knoxville and Des Moines	8.02	1.46	4.34	1.02	1.51	1.58	3.54	1.42	2.82	4.20	.09	.21	.38	....	....	.29	....	....	....	12.92	68
Burlington & Keokuk	4.07	3.64	1.21	.99	.27	.46	.86	.80	.13	.57	....	....	....	....	....	....	....	....	....	12.94	42
Hastings to Carson	1.59	.55	1.91	.51	.36	.27	.....	.70	.....	.91	....	....	.....	....	....	....	....	....	....	4.26	16.5
Red Oak to Griswold	1.72	2.39	.91	1.23	.82	....	.29	.40	.....	.59	....	....	.....	....	....	....	....	....	....	5.40	18
Red Oak to Hamburg	2.39	2.31	1.27	2.48	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15.30	39
Davenport to Knoxville	8.43	3.04	3.51	6.87	3.73	2.50	3.56	7.43	2.58	16.50	.13	....	....	....	....	....	....	....	....	20.33	114.67
Washington to State line	5.43	6.67	5.93	2.44	4.75	3.77	3.45	4.77	1.65	8.41	1.02	6.04	1.23	1.46	1.70	....	....	....	....	21.23	130
Des Moines to Indianola and Winterset	3.26	3.96	1.27	1.21	4.28	.97	.....	.97	.34	1.21	.64	2.56	.64	.19	....	....	....	....	....	19.31	49
Atlantic to Audubon	6.12	3.43	.66	1.08	1.55	.62	.....	.26	.74	.38	....	....	.....	....	....	....	....	....	....	5.64	24.6
Avoca to Harlan	1.70	1.90	1.08	.19	.87	.19	.....	.....	.....	.62	....	....	.....	....	....	....	....	....	....	3.70	12
Atlantic to Griswold	.....	.....	1.23	.36	.74	1.61	.....	.19	.....	.57	....	.23	.25	....	....	....	....	....	....	6.49	14.71
Avoca to Carson	4.73	1.80	.81	.....	1.32	....	.19	.....	.....	.38	....	....	.....	....	....	....	....	....	....	5.52	17.32
Menlo to Guthrie Center	1.31	.28	.10	.....	.38	.47	.....	.66	.....	.43	.13	.86	.....	....	....	....	....	....	....	1.54	14.20
Clinton to Anamosa	1.48	.85	3.30	.74	5.23	1.69	.36	1.34	.15	14.15	....	....	.....	....	....	....	....	....	....	18.89	71
Maple River road	.57	1.89	2.65	3.66	1.41	1.27	.....	2.82	...	....	....	....	.....	....	....	....	....	....	....	14.33	60
Stanwood to Tipton	.76	.....	.....	.....	.....	.19	.08	.....	.15	.74	.19	.95	.17	....	....	....	....	....	....	1.45	8.50
Wall Lake to Sac City	1.95	1.50	1.40	.....	.76	....	.36	.24	.32	.28	....	....	.....	....	....	....	....	....	....	2.40	12.7
Tama City to Garwin	4.55	2.95	.19	.95	.08	.59	.11	.....	.....	.. ..	....	....	.....	....	....	....	....	....	....	1.61	12
Burlington & Southwestern	9.01	2.86	1.69	3.00	2.48	.72	1.10	2.21	1.91	1.88	1.79	1.55	9.17	....	....	....	....	....	....	25.32	77.76
Burlington & Northwestern to Washington	8.05	1.83	.76	.70	1.16	.44	.21	.....	.47	.79	1.14	....	3.11	....	....	....	....	....	....	4.14	37.10
Burlington, Cedar Rapids & Northern, main line	21.40	15.59	10.89	4.70	10.43	9.28	4.92	7.60	4.15	11.82	5.25	4.59	.11	....	....	....	....	....	....	72.02	251
Cedar Rapids to Postville	2.35	3.90	2.46	3.47	3.96	5.66	3.35	1.78	2.59	8.33	1.38	1.67	2.25	.41	.91	....	....	....	....	18.19	98
Vinton to Holland	3.43	3.71	2.39	.59	3.00	1.12	1.02	1.25	2.31	3.05	2.09	.72	.....	1.00	.43	....	....	....	....	33.40	71
Muscatine to Riverside	.57	2.00	1.48	.85	1.36	.47	1.46	.30	.....	.57	....	1.51	1.48	.19	....	....	....	.83	....	9.26	31.00
Elmira to What Cheer	5.13	3.86	3.01	2.75	.....	4.15	1.36	.93	2.23	.19	2.12	....	.53	.67	.13	....	....	....	....	15.73	66.64

TABLE XXVI—CONTINUED.

RAILROADS.	RATE OF ASCENT PER MILE IN FEET.																				Total miles.
	5 feet.	10 feet.	15 feet.	20 feet.	25 feet.	30 feet.	35 feet.	40 feet.	45 feet.	53 feet.	58 feet.	64 feet.	69 feet.	75 feet.	80 feet.	84 feet.	90 feet.	95 feet.	105 feet.	Level.	
Central Iowa Railway	15.97	8.98	6.32	7.82	7.25	7.42	6.04	6.31	3.79	11.38	4.41	2.74	2.18	1.21	....	....	....	....	....	17.01	189
Des Moines & Fort Dodge	9.73	7.29	2.77	3.44	1.78	1.34	.50	1.18	1.29	5.91	....	....	....	....	....	....	....	....	....	25 42	88
Des Moines & Minneapolis	2.00	3.57	1.05	2.65	2.31	.81	.35	1.14	1.06	3.83	.72	1.26	.32	1.10	.21	.21	.34	.36	....	14.11	58
Missouri, Iowa & Nebraska	3.14	2.03	3.62	1.23	1.90	5.50	.30	.60	.21	1.21	.68	....	5.47	....	....	....	....	....	....	1.55	39.55
St. Louis, Kansas City & Northern, Wabash	1.31	.19	1.04	1.06	.47	.32	.41	.21	1.16	2.21	.21	1.00	.99	2.86	1.06	....	....	....	....	6.46	43
Council Bluffs & St. Louis, Wabash	4.49	1.50	2.56	1.27	.30	1.21	.15	.45	.43	.63	....	6.90	9.43	....	....	....	....	....	....	14.04	69
Clarinda to State line, Wabash	.....	1.46	.64	.57	.47	....	.45	.89	....	....	....	....	....	....	....	....	....	....	....	4.77	11.42
Sioux City & St. Paul	9.07	4.59	3.11	1.70	5.15	2.00	1.44	1.46	.38	2.44	....	....	....	....	....	....	....	....	....	15.96	57
Sioux City & Pacific	16.57	.09	....	.09	.34	....	....	....	....	....	....	....	....	....	....	....	....	....	....	46.73	76
Milwaukee & St. Paul, Sabula to Cedar Rapids	4.59	5.80	4.81	1.36	4.28	2.25	1.93	2.07	1.59	10.00	3.28	....	....	....	....	....	....	....	....	22.97	93.00
Milwaukee & St. Paul, State line to Mason City	1.41	.66	1.32	.26	.98	.53	.52	2.97	.85	....	....	....	....	....	....	....	....	....	....	17.04	40
Milwaukee & St. Paul, State line to Calmar	1.08	1.44	2.29	.72	2.09	3.90	3.07	....	....	.45	....	....	....	....	....	....	....	....	....	41.23	68.00
Milwaukee & St. Paul, Conover to Decorah	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	7.74	9.00
Clinton, Dubuque, and State line	8.24	15.23	2.14	.45	2.01	.11	.38	.41	....	....	....	....	....	....	....	....	....	....	....	88.30	139.60
Turkey River Branch	7.88	4.19	3.05	3.51	2.56	.85	.72	.32	....	.11	....	....	....	....	....	....	....	....	....	14.30	43.60
Waukon & Mississippi	1.34	1.21	1.12	2.06	1.53	1.53	1.02	.81	1.04	1.78	.60	.55	.58	.26	.40	....	....	....	.17	4.20	23.00
Dubuque & Dakota, Tripoli to Hampton	2 27	.96	3.23	1.23	2.27	.56	.98	1.50	....	8.73	....	....	....	....	....	....	....	....	....	17.16	55.26
Cedar Falls & Minnesota	6.80	4.30	4.70	3.16	5.85	2.70	.66	1 12	1.95	4.83	.25	.51	.21	.62	....	....	....	....	....	12.60	75
Kansas City, St. Jo. & Council Bluffs	13.82	.19	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	39.79	53.80
Minneapolis & St. Louis, Fort Dodge to State line	5.83	4.91	2.78	2.52	3.18	2.06	2.74	2.48	1.42	5.91	....	....	....	.19	....	....	....	....	....	28.24	89.67
Des Moines, Adel & Western	1.76	.59	....	.83	.97	1.12	.65	.34	.97	.93	....	.79	....	.15	....	.38	2.16	.57	....	5.30	28.60
Fort Madison & Northwestern	1.31	.81	.68	.46	.13	.34	1.63	.19	.30	.....	.38	....	....	....	.57	....	....	....	....	2.84	11.74
Albia to Centerville, Missouri, Iowa & Nebraska	.15	.47	1.50	1.34	.61	.13	.57	....	....	.80	.21	.42	1.53	.51	.28	....	....	....	....	8.57	24.05
Albia to Moravia, Chicago, Burlington & Quincy	.47	.68	.91	.34	.81	.38	....	....	.30	.....	....	....	....	....	....	....	....	....	....	3.81	11.46
Keokuk & Northern, Keokuk to Mt. Pleasant	.85	3.70	1.51	1.44	.85	.76	.64	.47	.28	1.57	1.08	2.33	....	....	....	....	....	....	....	11.04	47.91
Davenport & Northwestern, Fayette to Jackson Junction	.....	.38	1.21	.28	.38	1.13	1.19	1.17	3.00	.....	....	....	....	....	....	....	....	....	....	3.64	25.06
Wilton to Muscatine	.19	.....	.....	.30	.11	1.31	....	.57	....	.....	....	....	....	....	....	....	....	....	....	2.07	11.67

RETURNS

OF THE

RAILROAD COMPANIES,

FOR THE YEAR ENDING JUNE 30, 1883.

STATE OF IOWA,
OFFICE OF THE BOARD OF RAILROAD COMMISSIONERS,
DES MOINES, June 30, 1883.

To the President and Directors of the Burlington, Cedar Rapids & Northern Railway Company:

GENTLEMEN—Blanks for the annual return of your corporation, to this Board, as required by sections 4 and 5, chapter 77, laws of the Seventeenth General Assembly, are herewith transmitted.

The value of the returns, not only to the legislature and the public, *but to the corporations themselves*, depends upon their accuracy and completeness. The Commissioners would therefore again urge upon the managers of the roads that they *take special pains to make their returns as perfect as possible*, so that they may be more valuable for the purpose of comparison, and that all deductions from them may be reliable.

The Commissioners in arranging their blanks have endeavored to modify their questions to meet the distribution of expenses and classifications of accounts as adopted by the convention of State Railroad Commissioners, held at Saratoga, in June, 1879. They publish in this blank the distribution of railroad expenses as adopted by the auditors and accountants of the railway systems of Michigan.

In his preface to the publication, Commissioner Williams says: "For the purpose of securing as nearly as possible uniformity in the charging of expenses to the same general heads of accounts by all the companies doing business in the State, a meeting of the auditors and accountants of the different railroads was called by the commissioner of railroads at Detroit, on the 19th day of January, 1882, and their deliberations resulted in the adoption of the distribution that follows.

"It is believed to be a comprehensive and logical distribution of railway expenses, and it is desired that it is be closely adhered to by all officers and employes having relations with the accounting departments of their respective roads."

This Board would respectfully call attention to the paper referred to, which is published as an appendix to the blanks, and would ask for it a careful examination on the part of those to whom the keeping of railroad accounts are entrusted, feeling assured that if this arrangement is followed, the making of the annual returns to this Board by the several companies will be simplified, and the information furnished by all the companies will be uniform.

Every question asked has been for a specific purpose. In case it cannot be answered, please so state. It is too often the case that the questions are passed by without any effort to understand or answer them.

You are respectfully reminded that the law requires that the annual return shall be made *on or before the fifteenth day of September*, under a penalty of one hundred dollars a day for each day's neglect.

PETER A. DEY,
A. R. ANDERSON,
L. S. COFFIN,
Commissioners.

Attest: E. G. MORGAN, *Secretary.*

REPORT

OF THE

BURLINGTON, CEDAR RAPIDS & NORTHERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$10,000,000.00	
Amount authorized by vote of the company	5,500,000.00	
Amount issued, number of shares, $55,000; amount paid in		$ 5,500,000.00
Amount of common stock issued		5,500,000.00
Total amount paid in as per books of the company		5,500,000.00
Amount of stock per mile of road	$ 7,843.00	
Amount of stock representing the road in Iowa	5,500,000.00	

Amount of stock held in Iowa. Cannot tell.
Total number of stockholders. About 650.
Number of stockholders in Iowa. Cannot tell.

DEBT.

Funded debt as follows:

First mortgage bonds due June, 1906, rate of interest five per cent		$ 6,500,000.00
Interest paid on same during the year	$325,000.00	
Minneapolis & St. Louis Railway bonds due June, 1927, rate of interest, seven per cent		150,000.00
Interest paid on same during the year	$ 10,500.00	
Iowa City & Western Railway bonds due June, 1909, rate of interest seven per cent		584,000.00
Interest paid on same during the year		
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest six per cent		825,000.00
Cedar Rapids, Iowa Falls & Northwestern Railway bonds due April, 1920, rate of interest five per cent		1,905,000.00

Interest paid on above Cedar Rapids, Iowa Falls & Northwestern Railway bonds during the year.	$144,750.00	
Total amount of funded debt		$ 9,964,000.00
Floating debt:		
Incurred for vouchers and pay rolls	$196,837.12	
Incurred for bills payable	518,084.47	
Total	$714,921.59	
Total amount of floating debt		714,921.59
Total amount of debt liabilities		$10,678,921.59
Amount of debt per mile of road, average 682 miles	$ 15,658.24	
Total amount of stock and debt	16,178,921.59	
Amount of stock and debt per mile of road	23,722.75	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Reported June 30, 1882		$ 12,077,326.63
Grading, bridging and masonry		1,802.06
Superstructure, including sidings		28,305.37
Land, land damages and fences		20,497.36
Passenger and freight stations, coal sheds and water stations.		4,237.63
Engine houses, car sheds and turntables		4,090.98
Total expended for construction		$ 12,136,260.03
Average cost of construction per mile of road (average 682 miles)	$ 17,795.10	
Proportion of cost of construction for Iowa (on mileage basis)	11,691,382.47	
Purchase of other roads (specifying same) and all particulars. None.		

COST OF EQUIPMENT.

Locomotives		$ 608,577.71
Passenger, mail, baggage and express cars		194,239.40
Freight and other cars		1,087,321.32
Total for equipment		$ 1,890,138.43
Average cost of equipment per mile of road operated by company (average 682 miles)		2,771.46
Total cost of road and equipment		$ 14,414,306.03
Average cost of road and equipment per mile (average 682 miles)		$ 21,135.34
Proportion of cost of road and equipment for Iowa, on average mileage distance basis		13,965,602.68
Average cost of road and equipment per mile in Iowa (average 682 miles)		20,477.42

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Chicago, Clinton & Western Railway		$ 297,016.17
Total for construction		$ 297,016.17

EQUIPMENT.

Locomotives		$ 130,241.16
Passenger, mail, baggage and express cars		1,467.05
Freight and other cars		405,211.01
Total for equipment		$ 536,919.22
Any other expenditures charged to property account:		
Burlington, Cedar Rapids & Northern Railway	$24,996.93	
Real estate	8,125.00	
Outstanding bonded account	14,000.00	
Iowa City & Western Railway	1,068.00	
Grundy county extension	386.71	
		$ 48,576.64
Total expenditures charged to property accounts		$ 585,495.86
Net addition to property account for the year		$ 585,495.86

GENERAL EXHIBIT.

Total earnings		$ 2,790,138.76
Total expenses, including taxes		1,966,275.92
Net earnings		823,862.84
Rentals, specifying amount paid to each company		14,699.94
Central Iowa Railway	$14,000.00	
Chicago, Rock Island & Pacific Railway	669.94	
Interest on funded debt, including leased lines		521,130.00
Interest paid on funded debt, including leased lines		521,130.00
Dividends declared	None.	
Balance at commencement of the year		28,682.04
Balance at the close of the year, June 30, 1883		38,582.30
Income from other sources than earnings		60,714.90
Total income from all sources for the year		$ 2,850,853.66

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 662,129.17
From express and baggage		25,457.89
From mails		42,383.84
Total earnings, passenger department		$ 729,970.90
Earnings per train mile run (803,755 miles)	$0.908	
Earnings, freight		2,055,967.86
Other sources, freight department		4,200.00
Total earnings, freight department		$ 2,060,167.86
Earnings per train mile run (1,671,069 miles)	$1.232	
Total transportation earnings		2,790,138.76
Earnings per train mile run, from all trains earning revenue (2,474,824 miles)	$1.127	
Earnings per mile of road operated (average 682 miles)	4,091.11	
Proportion of earnings for Iowa		2,729,746.88
Rents received for use of road		4,200.00
Income from all other sources		60,714.90
Total income from all sources		$ 2,850,853.66
Proportion of income for Iowa	$2,790,461.78	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 327,698.59
Renewal of rails		51,672.99
Renewal of ties		66,018.17
Repairs of bridges, including culverts and cattle-guards		44,051.47
Repairs of fences, road-crossings and signs		29,911.32
Repairs of buildings, stations and water tanks		51,430.77
Total		$ 570,783.31

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 164,373.59
Repairs of passenger cars		37,421.47
Repairs of freight cars		117,359.37
Total		$ 319,154.43

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 229,973.85
Water supply		9,121.18
Oil and waste		25,635.80
Locomotive service		183,960.38
Passenger train service		34,869.07
Passenger train supplies		12,420.28
Mileage of passenger cars (debit balance)		5,744.18
Freight train service		119,888.22
Freight train supplies		17,079.96
Mileage of freight cars (debit balance)		13,861.73
Telegraph expenses (maintenance and operating)		33,805.33
Damage and loss of freight and baggage		8,332.21
Damages to property and cattle		28,344.03
Personal injuries		14,551.00
Agents and station service		108,049.61
Station supplies		13,769.30
Total		$ 853,906.13

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 55,940.54
Legal expenses		13,439.64
Insurance		7,272.52
Stationery and printing		15,894.13
Outside agencies and advertising		44,177.41
Contingencies		12,231.16
Taxes in Iowa	$72,282.27	
Taxes in other States	1,194.38	
Total taxes		73,476.65
Total		$ 222,432.05

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 570,783.31
Maintenance of motive power and cars		319,154.43
Conducting transportation		853,906.13
General expenses, including taxes		222,432.05
Total operating expenses and taxes		$ 1,966,275.92
Operating expenses and taxes per mile of road (averaging 682 miles)	$2,883.10	
Operating expenses and taxes per train mile run, for trains earning revenue (2,474,824 miles)	$0.795	
Proportion of operating expenses and taxes for Iowa		$ 1,923,717.76

Expenses of running and management of passenger trains..		$ 271,794.18
Expenses of running and management of passenger trains, per train mile (803,755 miles)	$ 0.342	
Expenses of running and management of freight trains.....		593,987.19
Expenses of running and management of freight trains, per train mile (1,671,069 miles)	$0.355	
Expenses of running and management of all trains earning revenue	$0.351	
Percentage of expenses to income	68.97 to 100	

GENERAL RECAPITULATION.

Total income	$ 2,850,853.66
Total operating expenses and taxes	1,966,275.92
Net income above operating expenses and taxes	884,577.74
Net income above operating expenses, taxes, interest and rentals	363,477.74

Gross income per train mile run (2,680,670 miles)....$ 1.0634
Net income per train mile run (2,680,670 miles) 0.13558
Percentage of net income to stock and debt, 2.246 based on income.
Percentage of net income to cost of road and equipment, 2.521, based on income.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	None.
Surplus at the close of the year	None.
The amount invested in railroad stocks	None.
Give the name of each road, and the number of shares owned in each of them and the par value of shares	None.
Amount in material and balances from other roads	$ 264,554.51

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Capital stock		$ 10,000,000.00
Funded debt:		
Bonds, Burlington, Cedar Rapids & Northern Railway, five per cent, currency	$6,500,000.00	
Bonds, Minneapolis & St. Louis Railway, seven per cent, gold	150,000.00	
Bonds, Cedar Rapids, Iowa Falls & Northwestern Railway, six per cent, currency	825,000.00	
Bonds, Cedar Rapids, Iowa Falls & Northwestern Railway, five per cent	1,905,000.00	
Bonds, Iowa City & Western Railway, seven per cent	584,000.00	
		9,964,000.00

Unfunded debt:		
Vouchers and pay rolls	$ 196,837.12	
Bills payable	518,084.47	
		714,921.59
Income:		
Lots leased and sold	$ 1,778.60	
Miscellaneous	60,714.90	
Net earnings	2,924,146.99	
		2,986,640.49
Total		$ 23,665,562.08

CREDIT.

Cost of consolidated road:		
Equipment and property, June 30, 1883		$ 14,414,306.03
Proprietary railroad:		
Chicago, Clinton & Western Railway		297,016.17
Cost of leased lines:		
Iowa City & Western Railway	$ 646,680.34	
Cedar Rapids, Iowa Falls & Northwestern Railway	2,916,311.68	
		3,562,992.02
Coupon interest:		
Amount paid to June 30, 1883		521,130.00
Assets:		
Capital stock not issued		4,500,000.00
Due from railway and express companies	$ 99,778.17	
Due from station balances	37,065.15	
Due from bills receivable	415.00	
Real estate	29,500.90	
Cash on hand	38,582.30	
		205,341.52
Material and fuel account:		
Machinery department	$ 66,200.84	
Engineer department	98,576 50	
		164,776.34
Total		$ 23,665,562.08

DESCRIPTION OF ROAD.

Length of main line of road from Burlington to Albert Lea, Minnesota	*253.21
Length of main line of road in Iowa	240.64
Length of main line of road in Minnesota	12.57
Branches owned by this company:	
Milwaukee Division, from Linn to Postville	93.13
Muscatine Division, from Muscatine to Riverside	30.58
Pacific Division, from Vinton to Holland	48.12
Iowa City Division, from Elmira, to What Cheer and Thornburg to Montezuma	83.02
Iowa Falls Division, from Holland to Worthington	181.51
Chicago, Clinton & Northwestern Railway from Noel to Clinton	23.30
Total length of branches owned by this company	460.66
Total length of branches owned by this company in Iowa	447.25
Minnesota, State line to Worthington	†18.41
Total length of road belonging to this company	702.48
Aggregate length of sidings and other tracks not above enumerated	73.16
Same in Iowa	68.22
Aggregage length of track, computed as single track, exclusive of sidings	718.87
Same in Iowa	687.89
Total length of steel rails in tracks in Iowa, exclusive of sidings	416.26
Total length of iron rails in tracks in Iowa, exclusive of sidings	271.66
Weights per yard, steel 52, 56, and 60.	
Weights per yard, iron 52, and 54.	
Gauge of track 4 feet 8½ inches.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Central Iowa Railway, from Manly Junction to Northwood.	11.39
Total length of above roads in Iowa	11.39
Total miles of road operated by this company	718.87
Total miles of road operated by this company in Iowa	687.89

*Includes 11.39 miles from Manly Junction to Northwood, which are leased from the Central Iowa Railway.

†The extension of the Iowa Falls Division from Emmetsburg to Worthington was completed on or about Nov. 1, 1882.

STATIONS.

Number of stations on all roads owned by this company	102
Same in Iowa	98
Number of stations on all roads operated by this company	102
Same in Iowa	98
Number of telegraph offices in stations in Iowa	98

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	2,233
Amount paid employes, including officials, on all roads operated by this company, entire line	$ 1,102,334.88

BRIDGES IN IOWA.

	No.	Aggregate Length. Feet.	In.
Wooden truss bridges over 100 feet in length	2	292	
Combination bridges over 100 feet in length	17	4,770	1½
Iron bridges over 100 feet in length	1	113	
Wooden truss bridges under 100 feet in length	36	2,204	
Wooden trestle and pile	934	54,408	

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening	4

BOX CULVERTS IN IOWA.

Timber	967
Stone	78

CATTLE GUARDS.

Number in Iowa	1,080

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	261,249
Give the average number of years the trestle and pile bridges last on your road in Iowa	7
Give the average number of years that wooden truss bridges last on your road in Iowa	8

ROAD-BED AND TRACK.

Number of track sections in Iowa	116
Average length of sections, miles	6.35
Average number of men in each section gang	5 1-6
*Number of new ties laid in track during the year in Iowa	140,580
*Average number of new ties per mile of road	218
*New rails laid in track during the year in Iowa—steel (2252 175-2240 tons), miles	27.5
*Total track laid with new rails during the year in Iowa, miles.	27.5

What is the average number of years that iron rails last in your track on main line in Iowa? From three to four years.

What is the average number of years that iron rails last in your track on branches in Iowa? From four to eight years.

What is the average number of years that steel rails last in your track on main line in Iowa? Steel laid in 1876 still good.

What is the average number of years that ties last in your track in Iowa? White oak, six years; soft wood, four years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Burlington & Pacific Railroad, at Morning Sun.
Chicago, Rock Island & Pacific Railroad, at Columbus Junction.
Muscatine Division B., C. R. & N. Railroad, at Nichols.
Chicago, Rock Island & Pacific Railroad, at West Liberty.
Chicago & Northwestern Railroad, at Cedar Rapids.
Illinois Central Railroad, at Cedar Falls.
Dubuque & Dakota Railroad, at Clarkesville.
Chicago, Milwaukee & St. Paul Railroad, at Nora Junction.
Chicago, Milwaukee & St. Paul Railroad, at Plymouth Junction.
Illinois Central Railroad, at Independence.
Chicago, Milwaukee & St. Paul Railroad, at Donnan.
Central Iowa Railroad, at Abbott.
Wisconsin, Iowa & Nebraska Railroad, at Reinbeck.
Illinois Central Railroad, at Iowa Falls.
Chicago & Northwestern Railroad, at Goldfield.
Minneapolis & St. Louis Railroad, at Livermore.
Chicago, Milwaukee & St. Paul Railroad, at Emmetsburg.
Chicago, Milwaukee & St. Paul Railroad, seven miles north of Emmetsburg.
Chicago, Milwaukee & St. Paul Railroad, at Noels.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, at Linn Junction, overhead, main line.

* Does not include new road from Emmetsburg to Worthington.

Chicago, Milwaukee & St. Paul Railroad, at Linn Junction, overhead, Milwaukee division.

Chicago, Rock Island & Pacific Railroad, Iowa City, overhead, Iowa City division.

Number of highway crossings at grade	767
Number of highway crossings at which there are flagmen	1
Number of highway crossings over railroad	2
Number of highway crossings under railroad	2
Number of highway bridges eighteen feet above track	1
Number of highway bridges less than eighteen feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road	389.73
What is the average cost per rod	$ 1.00
What is the total cost of same	$ 124,713.60
How many miles of new fencing have you built during the year	66¼
Give the nnmber of miles needed on both sides of your track in each county in Iowa.	
In Des Moines county	0.71
In Benton county	9.20
In Black Hawk county	3.25
In Bremer county	....
In Butler county	1.10
In Floyd county	5.90
In Cerro Gordo county	....
In Worth county	16.50
In Linn county	8.40
In Buchanan county	19.00
In Fayette county	25.00
In Winneshiek county	1.00
In Allamakee county	1.30
In Muscatine county	7.00
In Johnson county	13.00
In Washington county	24.50
In Tama county	11.00
In Grundy county	18.90
In Hardin county	13.20
In Wright county	23.30
In Humboldt county	21.30
In Kossuth county	4.30
In Palo Alto county	15.50
In Emmet county	16.22
In Dickinson county	27.08
In Franklin county	11.50
	298.16

ROLLING STOCK.

		Owned.	Total.
Number of locomotives		76	76
Number of passenger cars, including directors' and pay car		24	24
Number of baggage, mail and express cars		24	24
Number of box freight cars		2,263	2,263
Number of stock cars		109	109
Number of platform cars and coal cars		485	485
Number of other cars:			
Way cars	62		
Wrecking car, pile driver and snow plow	3	65	65
Total cars		2,970	2,970

Maximum weight of locomotives and tenders, tons	70
Average weight of locomotives and tender, tons	54
Number of locomotives equipped with train brake	22
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons	24
Average weight of passenger cars	22
Number of cars equipped with train brake	48
Kind of brake, Westinghouse air-brake.	
The amount of tonnage that can be carried over your road exclusive of cars by an engine of given weight. Weight of engine 36½ tons, 250 tons.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	803,755
Miles run by freight trains during the year	1,671,069
Miles run by switching trains during the year	205,846
Miles run by other trains during the year	50,295
Total train mileage	2,730,965

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4
Average weight of passenger trains, exclusive of passengers, tons	96
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, tons	250

PASSENGER TRAFFIC.

Number of through passengers carried	7,291
Number of local passengers carried	598,945
Total number of passengers carried	606,236
Total passenger mileage, or passengers carried one mile	27,006,895
Through passengers carried one mile	1,844,523
Local passengers carried one mile	25,162,372
Average distance traveled by each passenger, miles:	
By through passengers	252.90
By local passengers	42.01
Average amount received from each passenger	$ 1.092
Highest rate of fare per mile for any distance, cents	3½
Lowest rate of fare per mile for any distance, cents	3
Average rate of fare per mile for all passengers, cents	2.63

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,177,774
Number of tons of local freight carried	452,593
Total tons of freight carried	1,630,367
Total mileage of through freight (tons carried one mile)	142,467,440
Total mileage of local freight (tons carried one mile]	25,726,414
Total freight mileage, or tons carried one mile	168,193,854
Average rate per ton per mile received for all freight, cents	1.224
Average rate per ton per mile received from freight to and from other roads	Not kept.
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road	As 1 to 2⅞

CAR MILEAGE.

Number of miles run by loaded freight cars south	5,405,814
Number of miles run by loaded freight cars north	11,636,644
Number of miles run by empty freight cars east and north	6,981,668
Number of miles run by empty freight cars west and south	841,320
Total freight car mileage	24,865,446
Percentage of empty freight cars hauled east and north to all freight cars hauled east and north	6.7
Percentage of empty freight cars hauled west and south to all freight cars hauled west and south	56.4

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	25
Rate of speed of freight trains, including stops, miles.....	11

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	189,837	11.64
Flour and bran	160,511	9.85
Provisions (beef, pork, lard, etc.)	27,271	1.67
Animals	134,012	8.22
Other agricultural products, seeds (principally flax)	32,265	1.98
Lumber and forest products	150,422	9.23
Coal	567,178	34.79
Plaster, lime, cement, stone, and brick	46,479	2.85
Agricultural implements	17,338	1.06
Butter and eggs	2,617	0.16
Iron, steel, and castings	48,168	2.95
Manufactures—articles shipped from point of production	44,166	2.71
Merchandise, and other articles not enumerated above	210,103	12.89
Total tons carried	*1,630,367	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	38,332	9.28
Flour and bran	8,085	1.95
Provisions (beef, pork, lard, etc.)	97	0.42
Animals	52,130	12.62
Other agricultural products, seeds (principally flax)	10,867	2.63
Lumber and forest products	74,535	18.04
Coal	157,658	38.16
Plaster, lime, cement, stone, brick, and salt	25,528	6.18
Agricultural implements	811	0.20
Butter and eggs	905	0.22
Iron, steel, and castings	423	0.10
Manufactures—articles shipped from point of production	6,649	1.61
Merchandise, and other articles not enumerated above	37,121	8.99
Total tons carried	413,141	100

* June approximated.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company, which pays us $125 per day. The United States Express Company, which pays us $10 per day.

What amount have you paid other corporations, car loaning companies [stock companies], or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Oliver Adams, agent; general office, New York; amount paid, $5,261.00. Final payment made September, 1882.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman sleepers run on this road; we pay three cents per mile; by Pullman Palace Car Company; from $1.50 to $2.00.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings? Paid to Pullman Palace Car Co. $5,744.18; three cents per mile paid to the treasurer of the Pullman Palace Car Co.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? We received for transporting the mail for the year ending June 30, $40,822.44.

What amount have you paid for receiving and delivering mail to and from stations on your road? $1,541.18.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? The Western Union Telegraph Co.; 692 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
July 28	J. Smith, farmer	Emmetsburg	Walking on track; intoxicated; carelessness.
October 15	P. Callaghan, tramp	Linn Junction	As above
October 24	W. Meadows, boy	West Branch	Fell from train while stealing a ride.
1883.			
January 8	Thomas Scott, passenger	Norris	Collision of passenger train, on account of slight variation in time by watches of conductors.
January 11	A. Bryant, fireman	Traer	Engine jumped track in snow drift; accidental.
February 23	Wardell Metzgar, boy	Holland	Playing around cars; trespassing.
March 2	Wm. Phillips, laborer	What Cheer	Walking on track at night; intoxicated; trespassing.
March 26	A. Palma, brakeman	Waterloo	Fell from train; accidental.
April 18	F. Neglon, engineer	Greatinger	Fell from train; accidental.
May 31	J. Millison, citizen	Iowa Falls	Threw himself in front of train; supposed suicide.
June 25	H. Grotto, blacksmith	Burlington	Walking on track; trespassing.

INJURED.

1882.			
July 1	E. Heaton, passenger	Port Allen	Train ditched; accidental.
July 5	J. Cavolin, sectionman	Estherville	Rail fell on foot; lack of caution.
July 21	T. Haley, fireman	Cedar Rapids	Fell from engine; accidental.
August 20	L. C. Chase, engineer	Vinton	Jumped from engine; carelessness.
August 28	D. B. Whiteside, brakeman	West Liberty	Fell from train; accidental.
August 29	O. Slota, boy	Iowa City	Carriage collided with engine; carelessness of driver.
August 29	J. Slota, boy	Iowa City	As above.
September 9	E. Malone, brakeman	Palo	Slipped from car; lack of caution.
Septemb'r 13	Mrs. M. S. Hall	La Porte	Wagon upset by freight train; lack of caution by train men.
Septemb'r 26	C. Neiman, section man	Iowa City	Struck by a rail; lack of caution.
October 4	D. Heriby, section man	Clermont	Fell from dump car; accidental.
October 10	J. Hubrank, section man	Iowa City	Crawled under freight car, to get out of train; carelessness.
October 13	H. Betner, section man	Maynard	Slipped from dump car; accidental.
November 12	C. Gray, brakeman	Rockford	Coupling cars; want of caution.
November 19	B. Darling, brakeman	Shell Rock	Fell from train; accidental.

1882.			
November 28	G. Snyder, switchman	Cedar Rapids	Coupling cars ; want of caution.
December 23	A. Ralon, brakeman	Cone	Slipped from freight car ; accidental.
December 28	J. J. Hall, carpenter	Spirit Lake	Fell from train while stealing ride ; trespassing.
1883.			
January 2	F. F. Wolf, switchman	Cedar Rapids	Coupling ; accidental.
January 3	J. L. Sawyer, laborer	Brainard	Slipped from hand car ; accidental.
January 8	J. A. Ryan, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors ; accidental.
January 8	A. J. Moye, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors ; accidental.
January 8	C. W. Brainard, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors ; accidental.
January 8	T. E. Dunbar, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors ; accidental.
January 8	J. Gilbert, passenger	Norris	Collision of passenger train on account of variation in time by watches of conductors ; accidental.
January 11	E. Darling, fireman	Traer	Engine jumped track in snow drift ; accidental.
January 26	O. W. Moor, fireman	Traer	Broken rail ; accidental.
January 29	George Shultz, carpenter	Toddville	Broken rail ; accidental.
March 3	Wm. Haley, brakeman	Cedar Rapids	Coupling ; accidental.
March 10	Wm. Fulmer, section hand	Cedar Rapids	Frog fell on foot ; accidental.
April 2	J. G. McNamara, switchman	Cedar Rapids	Coupling ; accidental.
April 3	J. Conway, farmer	Wapello	Stealing ride ; trespassing.
April 12	M. Morehead, switchman	Cedar Rapids	Coupling ; accidental.
May 28	W. L. Stockton, brakeman	La Porte	Fell off train ; accidental.
June 4	E. O'Brien, brakeman	Waterloo	Coupling ; want of caution.
June 7	S. Saint, brakeman	Nora Junction	Fell from train ; accidental.
June 30	W. L. Hyde, switchman	Cedar Rapids	Fell from train ; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	1	....	1	3	....
Collisions	1	....	....	5	....	....
Coupling cars	....	....	....	....	7	....
Falling from trains	....	2	....	....	7	....
Getting on and off trains	....	....	....	....	2	....
Highway crossings	....	....	....	....	....	3
Miscellaneous	....	....	....	....	6	1
Stealing rides	....	....	1	....	....	2
Trespassers on track	....	....	6	....	....	....
Total	1	3	7	6	25	6

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	11
Number of persons injured during the year	37
Number of casualties purely accidental during the entire year	26
Number resulting from lack of caution, carelessness, or misconduct	13
Number of persons killed or injured while intoxicated	3
Number of trespassers on track killed or injured	6
Number of tramps or others stealing rides killed or injured	3
Suicides in Iowa	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Judge J. Tracy, Burlington, Iowa.
Vice-President—None.
Secretary—S. S. Dorwart, Cedar Rapids, Iowa.
Treasurer—H. H. Hollister, New York City.
Assistant Treasurer—C. Stickney, Cedar Rapids, Iowa.
General Superintendent—C. J. Ives, Cedar Rapids, Iowa.
Assitsant General Superintendent—Robert Williams, Cedar] Rapids, Iowa.
Division Superintendent—John C. Fox, Cedar Rapids, Iowa.
Chief Engineer—H. F. White, Cedar Rapids, Iowa.
Auditor—J. C. Brocksmit, Cedar Rapids, Iowa.
General Passenger Agent—B. F. Mills, Cedar Rapids, Iowa.
General Freight Agent—J. E. Utt, Cedar Rapids, Iowa.
Attorney—S. K. Tracy, Burlington, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Judge J. Tracy, Burlington, Iowa.
Charles Bard, Norwich, Connecticut.
C. D. Close, Iowa City, Iowa.
J. W. Blythe, Burlington, Iowa.
J. C, Peasley, Chicago, Illinois.
C. Lynde, Rock Island, Illinois.
J. N. Dewey, Des Moines, Iowa.
John I. Blair, Blairstown, New Jersey.
E. S. Bailey, Clinton, Iowa.
C. P. Squires, Burlington, Iowa.
Lyman Cook, Burlington, Iowa.
F. H. Griggs, Davenport, Iowa.
J. Cascadden, Muscatine, Iowa.

Date of annual meeting of stockholders, third Tuesday of February in each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

C. J. Ives, General Superintendent of the Burlington, Cedar Rapids and Northern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) C. J. IVES,

[R. R. SEAL.] *General Sup't B., C. R. & N. R'y.*

Subscribed and sworn to before me, this 13th day of September, A. D. 1883.

GEO. W. BEVER,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 14th day of September, A D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CENTRAL IOWA RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 19,000,000.00	
Amount authorized by vote of the company	19,000,000.00	
Amount issued, number of shares, 77,185; amount paid in		$ 7,718,500.00
Amount of common stock issued, 56,437 shares		5,643,700.00
Amount of preferred stock issued, and conditions of preferment, 7 per cent		2,074,800.00
Total amount paid in as per books of the company		$ 7,718,500.00
Amount of stock per mile of road, main line	$ 23,250.00	
Amount of stock per mile of road, branches	15,000.00	
Amount of stock representing the road in Iowa	7,718,500.00	
Amount of stock held in Iowa	86,000.00	
Total number of stockholders	877	
Number of stockholders in Iowa	9	

DEBT.

Funded debt as follows:		
Bonds due 1899, rate of interest 7 per cent		$ 3,700,000.00
Interest paid on same during the year		
Bonds due 1912, rate of interest 6 per cent		2,715.000.00
Interest paid on same during the year		
Bonds due at pleasure, rate of interest 7 per cent		629,000.00
Interest paid on same during the year		
Total amount of funded debt		$ 7,044,000.00
Floating debt:		
Incurred for car trust certificates		$ 526,000.00
Total amount of debt liabilities		$ 7,718,500.00
Amount of debt per mile of road	$ 17,158.72	
Total amount of stock and debt	15,288,500.00	
Amount of stock and debt per mile of road	35,960.50	

COST OF ROAD AND EQUIPMENT.

Total expended for construction, approximated		$ 14,589,784.65
Average cost of construction per mile of road (410.523) miles	$ 35,540.00	
Proportion of cost of construction for Iowa	14,589,784.65	

COST OF EQUIPMENT.

Locomotives	$ 200,000.00
Snow plows on wheels	1,000.00
Passenger, mail, baggage, and express cars	63,000.00
Freight and other cars	283,200.00
Wrecking cars, pile drivers, and tools	4,000.00
Total for equipment	$ 551,200.00
Average cost of equipment per mile of road operated by company (415.583 miles)	1,326.00
Proportion of cost of equipment for Iowa	$ 551,200.00
Total cost of road and equipment, approximated	$ 15,140,984.65
Proportion of cost of road and equipment for Iowa	$ 15,140,984.65
Average cost of road and equipment per mile in Iowa (410.523 miles)	$ 36,882.00

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 9,228.79
Bridging and masonry	449.98
Superstructure, including rails	35,587.59
Land, land damages, and fences	25,490.43
Passenger and freight stations, coal sheds, and water stations	3,383.72
Engine houses, car sheds, and turntables	6,115.15
Machine shops, including machinery and tools	9,710.85
Engineering, agencies, salaries and other expenses during construction	557.60
Purchase of other roads (specifying same), and all particulars: Information not in Marshalltown office.	
Total for construction	$ 90,523.61

EQUIPMENT.

Freight and other cars		$ 7,075.96
Wrecking cars, pile drivers, and tools		1,209.61
Total for equipment		$ 8,285.57
Total expenditures charged to property accounts		$ 98,809.18
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Mason City Elevator	$ 1,953.17	
Standard Coal Mine Switch	6,096.59	
Improvements on branches credited	7,189.49	
Real estate	370.00	
		$ 15,609.25
Net addition to property account for the year		$ 83,199.93

GENERAL EXHIBIT.

Total earnings		$ 1,230,060.48
Total expenses, including taxes		795,449.91
Net earnings		434,610.57
Rentals, specifying amount paid to each company:		
To Chicago, Rock Island & Pacific Railway Company, included in above expenses	$ 6,000.00	
Interest paid during the year		313,000.00
Interest paid on car trust certificates		49.195.00
Balance for the year		72,415.57
Floating debt liquidated during the year		
Balance at commencement of the year		366,275.16
Balance at the close of the year, June 30, 1883		438,690.73
Income from other sources than earnings:]		
Collections, Central Railroad of Iowa accounts	$ 239.67	
Collections, Marshall tax	202.83	
Real estate	370.00	
		812.50
Total income from all sources for the year		$ 1,230,872.98

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 179,923.76	
From through passengers	55,519.81	
From all passengers		$ 235,443.57
From express and baggage, $10,423.89, $2,594.07		13,017.96
From mails		15,270.60
From other sources, passenger department		499.92
Total earnings, passenger department		264,232.05
Earnings per train mile run (211,206 miles), $1.251.		
Earnings, freight:		
From local	$ 648,243.78	
From through	266,960.46	
Total earnings, freight department		915,204.24
Earnings per train mile run (702,387 miles), $1.303.		
Total transportation earnings		1,179,436.29
Earnings per train mile run, from all trains earning revenue (913,593 miles), $1.291.		
Earnings per mile of road operated (415.583 miles), $2,838.03.		
Proportion of earnings for Iowa. All.		
Rents received for use of road		14,000.00
Rents received for use of stations, etc		1,539.17
Car mileage (credit balances)		21,540.64
Income from all other sources:		
Amount charged for use of engines	$ 8,586.50	
Profit on various sales	4,050.03	
Profit on rolling stock built and sold	664.30	
Numerous small items	243.55	
		13,544.38
Total income from all sources		$ 1,230,060.48
Proportion of income for Iowa, $1,230,060.48.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Snow shoveling and fencing	$	13,227.59
Repairs of road-bed and track		66,387.58
Freshet repairs		149.10
Renewal of rails (deducting old iron)		15,827.16
No. tons laid, steel, 1,505.1111-2240.		
Renewal of frogs, spikes, splices and bolts		6,876.12
Ballast		29,416.42
Renewal of ties		82,617.96
No. laid, 85,423.		
Renewal of water-works		1,978.16
Repairs of bridges, including culverts and cattle-guards		23,785.74
Renewal of bridges		3,235.64
Repairs of fences, road-crossings and signs		4,407.61
Repairs of tools and machinery		17,639.76
Repairs of buildings, stations and water-tanks		11,602.80
Total	$	227,151.64

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	57,164.04
Repairs of passenger cars		8,940.08
Repairs of freight cars and renewals		48,693.24
Total	$	114,797.36

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	79,057.68
Water supply		3,557.69
Oil and waste		10,297.91
Locomotive service		78,089.67
Passenger train service		11,656.47
Passenger train supplies		3,037.61
Mileage of sleeping cars (debit balance)		907.04
Freight train service		51,149.99
Freight train supplies		6,339.37
Conducting transportation—Newton & Brighton branches		14,436.67
Telegraph expenses (maintenance and operating)		13,028.65
Damage and loss of freight and baggage		451.20
Damages to property and cattle		2,966.23
Personal injuries		5,393.80
Agents and station service		36,895.62
Station supplies		8,765.22
Total	$	326,030.82

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 31,393.28
Legal expenses	7,608.47
Insurance	3,099.12
Stationery and printing	10,882.12
Outside agencies and advertising	3,872.44
Contingencies	36,374.59
Taxes in Iowa	34,240.07
Total	$ 127,470.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 227,151.64
Maintenance of motive power and cars	114,797.36
Conducting transportation	326,030.82
General expenses, including taxes	127,470.09
Total operating expenses and taxes	$ 795,449.91

Operating expenses and taxes per mile of road, $1,914.05.
Operating expenses and taxes per train mile run, for trains earning revenue (913,593 miles), $0.87.
Proportion of operating expenses and taxes for Iowa. All.
Percentage of expenses to income, 64.66.

GENERAL RECAPITULATION.

Total income	$ 1,230,060.48
Total operating expenses and taxes	795,449.91
Net income above operating expenses and taxes	434,610.57
Net income above operating expenses, taxes, interest and rental	72,415.57

Gross income per train mile run (913,593 miles), $1.346.
Net income per train mile run (913,593 miles), $0.466.
Percentage of net income to stock and debt, 2.94.
Percentage of net income to cost of road and equipment, 2.87.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? Only a small proportion, *i. e.*, supplies on through billing from Chicago or St. Louis.

SURPLUS.

Surplus at the commencement of the year		
Surplus at the close of the year		$ 438,690.73
Due on vouchers and accounts		359,691.17
		$ 798,381.90
The amount of its own stock or bonds owned by the company.		
Total amount absorbed in construction and old indebtedness		378,484.65
Amount absorbed in leased rolling stock		84,335.43
Amount in material, balances from other roads and cash		335,561.82
		$ 798,381.90

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Cost of all construction, equipment and franchises		$ 14,762,500.00
Charges to construction and equipment		273,768.70
Paid on old indebtedness (old company)		104,715.95
Leased rolling stock		610,335.43
Miscellaneous book accounts	$ 152,891.33	
Due from stations	8,950.54	
Material on hand	73,575.47	
Old iron and scrap on hand	61,471.46	
Bills receivable	763.05	
Cash on hand	37,909.97	
		335,561.82
		$ 16,086,881.90

CREDIT.

Capital stock	$ 7,718,500.00
Funded debt	7,044,000.00
Car trust certificates	526,000.00
Vouchers and accounts	359,691.17
Profit and loss balance	438,690.73
	$ 16,086,881.90

DESCRIPTION OF ROAD.

Length main line of road from Albia to Northwood, miles....	189.14
Length main line of road in Iowa	189.14
Branches owned by this company:	
Muchakinock Branch.....	1.50
Belmond Branch	22.203
Story City Branch	34.51
State Center Branch.....	26.64
Montezuma Branch	13.612
Newton Branch	27.748
Eastern Division Branch.....	95.17
Total length of branches owned by this company in Iowa.	221.383
Total length of road belonging to this company in Iowa.....	410.523
Aggregate length of sidings and other tracks not above enumerated.....	47.079
Aggregate length of track, computed as single track, exclusive of sidings, in Iowa.....	410.523
Total length of steel rails in tracks in Iowa, exclusive of sidings	123.05
Total length of iron rails in tracks in Iowa.....	287.473
Weights per yard, steel, 52 to 56 pounds.	
Weights per yard, iron, 52 to 56 pounds.	
Gauge of track, 4 feet, 8½ inches.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each.	
Eddyville transfer to Ottumwa.....	16.70
Total length of all roads in Iowa.....	427.223
Less distance—Manly Junction to Northwood leased to Burlington, Cedar Rapids & Northern Railway Company.....	11.64
If any part of the road was first opened for operation during the past year, state the date. November 1st, Oskaloosa to Brighton; November 1st, Newton Branch; February 1st, Brighton east to Morning Sun.	
Total miles of road operated by this company in Iowa	415.583

STATIONS.

Number of stations on all roads owned by this company	76
Number of stations on all roads operated by this company....	74
Number of telegraph offices in stations in Iowa	68

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average	1,250
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 541,015.07

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	11	2,290
Combination bridges over 100 feet in length	3	388 6-12
Wooden truss bridges under 100 feet in length	2	84
Combination bridges under 100 feet in length	4	384 6-12
Wooden trestle and pile	412	44,086 10-12

BOX CULVERTS IN IOWA.

Stone	2	225

CATTLE GUARDS.

Number of in Iowa	665

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M)	222,852
Give the average number of years the trestle and pile bridges last on your road in Iowa	10
Give the average number of years that wooden truss bridges last on your road in Iowa	9

ROAD-BED AND TRACK.

Number of track sections in Iowa	55
Average length of sections	7.4 miles
Average number of men in each section gang	5½
Number of new ties laid in track during the year in Iowa	85,423
Average number of new ties per mile of road	208
New rails laid in track during the year in Iowa—steel (1,505 1111-2240), tons—miles	17.05
Total track laid with new rails during the year in Iowa, miles.	17.05
What is the average number of years that iron rails last in your track on main line in Iowa? Ten.	[redacted]
What is the average number of years that iron rails last in your track on branches in Iowa? Branches new.	
What is the average number of years that steel rails last in your track on main line in Iowa? Steel new.	
What is the average number of years that ties last in your track in Iowa? Oak, 7 to 8; cedar, 6.	

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, Austin Branch, at Mason City.
Chicago, Milwaukee & St. Paul Railroad, Calmar Branch, at Mason City.
Illinois Central Railroad, at Ackley.
Burlington, Cedar Rapids & Northern Railroad, Pacific Division, at Abbott.
Chicago & Northwestern Railroad, T. & N. W. Branch, at Gifford.
Chicago & Northwestern Railroad, at Marshalltown.
Chicago, Rock Island & Pacific Railroad, at Grinnell.
Chicago, Rock Island & Pacific Railroad, K. & D. M. Division, at Givin.
Chicago, Burlington & Quincy Railroad, at Albia.
Chicago, Milwaukee & St. Paul Railroad, Council Bluffs Division, at State Center Junction.
Burlington & Northwestern Railroad (narrow gauge), at Brighton.
Burlington & Western Railroad (narrow gauge), at Winfield.
Burlington, Cedar Rapids & Northern Railroad (main line), at Morning Sun.

What railroads cross your road, over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, Council Bluffs Division, two miles south of Dillon.
Chicago, Rock Island & Pacific Railroad, Washington Branch, at Oskaloosa.
Chicago, Rock Island & Pacific Railroad, Southwestern Division, at Brighton.

Number of highway crossings at grade	377
Number of highway crossings at which there are flagmen	2
Number of highway crossings over railroad	3
Number of highway crossings under railroad	5
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road? (400 single)	200 (road)
What is the average cost per rod? (This year)	55 cts.
What is the total cost of same?	$ 17,600.00
How many miles of new fencing have you built during the year	50 (road)
Give number of miles needed on both sides of your track in each county in Iowa? Total	360

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	25	25	50
Number of passenger cars	4	10	14
Number of baggage, mail, express cars, and combination cars	3	8	11
Number of box freight cars	250	362	612
Number of stock cars		40	40
Number of coal cars	300	286	586
Number of other cars		20	20
Total	557	726	1,283
Maximum weight of locomotives and tenders, tons			58
Average weight of locomotives and tenders, tons			50
Number of locomotives equipped with train brake			10
Kind of brake. Westinghouse.			
Maximum weight of passener cars, tons			19
Average weight of passenger cars, tons			18
Number of cars equipped with train brake			25
Kind of brake. Westinghouse.			
Number of passenger cars equipped with Miller platform and buffer			25
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 50 tons, tons			315

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	211,206
Miles run by freight trains during the year	702,387
Miles run by other trains during the year—work	53,976
Total train mileage	967,569

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	34
Average weight of passenger trains, exclusive of passengers (cars only)	67 tons.
Average number of cars in freight trains (main line and branches)	18 46-100
Average weight of freight trains, exclusive of freight (cars only)	120 tons.

PASSENGER TRAFFIC.

Number of through passengers carried	22,627
Number of local passengers carried	247,047
Number of special ticket passengers carried	5,372
Total number of passengers carried	269,674
Total passenger mileage, or passengers carried one mile	7,295,453
Average distance traveled by each passenger, miles	27.05
Average amount received from each passenger, cents	87 4-10
Highest rate of fare per mile for any distance	3½
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers	3 23-100

FREIGHT TRAFFIC.

Number of tons of through freight carried	138,269
Number of tons of local freight carried	598,425
Total tons of freight carried	736,694
Total mileage of through freight (tons carried one mile)	7,374,607
Total mileage of local freight (tons carried one mile)	58,622,142
Total freight mileage or tons carried one mile	65,996,749
Average rate per ton per mile received for through freight cents	3 62-100
Average rate per ton per mile received for local freight, cents.	1 1-10
Average rate per ton per mile received for all freight, cents...	1 38.100
Average rate per ton per mile received from freight to and from other roads	3 62-100

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	856,687
Number of miles run by loaded freight cars west and north	4,839,147
Number of miles run by empty freight cars east and south	4,557,165
Number of miles run by empty freight cars west and north	386,734
Total freight car mileage	10,639,733
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	84 46-100
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	7 4-10

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22 to 29
Rate of speed of freight trains, including stops, miles per hour	12 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	65,892	08.9
Flour	2,154	00.3
Animals	21,095	02.9
Lumber and forest products	35,910	04.9
Coal	540,653	73.4
Plaster, lime, and cement	4,486	00.6
Salt	1,411	00.2
Petroleum and oil	462	....
Iron, steel, and castings	4,222	00.6
Stone and brick	7,402	00.1
Merchandise, and other articles not enumerated above	53,007	07.2
Total tons carried	736,694	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	65,892	08.9
Flour	2,154	03.
Animals	21,095	02.9
Lumber and forest products	35,910	04.9
Coal	540,653	73.4
Plaster, lime, and cement	4,486	00.6
Salt	1,411	00.2
Petroleum	462	....
Iron, steel, and castings	4,222	00.6
Stone and brick	7,402	01.
Merchandise, and other articles not enumerated above	53,007	07.2
Total tons carried	736,694	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freight at the depot, or at the office of such express company? United States Express Company. Railway company furnishes cars, and express company messengers and agents. Freight taken and delivered at cars.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, not operating railroads, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Answer—Rolling stock

leased by this company secures certificates issued to the Eastern Car Trust Company of New York. Payment on certificates applies as payment on the rolling stock.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping car, Marshalltown to St. Paul. Additional charge to Sleeping Car Company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. $907.04 to Chicago, Milwaukee & St. Paul Railway Company.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $15,270.60 compensation during year—main line and branches.

What amount have you paid for receiving and delivering mail to and from stations on your road? $1,000.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? 410.50 miles; Western Union Telegraph Company.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
December 15	Frank Onstott, brakeman	Muchakinock	Attempted to uncouple cars while in motion; death due to his own carelessness.
1883.			
April 17	— Pfau	Faulkner	Trespasser; walking on track.

INJURED.

1882.			
August 25	J. H. Fordice, brakeman	Grinnell	Carelessness; attempted to jump on pilot of moving engine; foot crushed.
September 28	Mrs. E. F. Williams, Mrs. Nellie McCracken and child	Hampton	Highway collision; attempted to cross track in carriage ahead of moving train.
October 2	Isaac Board, passenger	Grinnell	Collision; purely accidental; bruised.
October 4	Wm. Pierce, carpenter	Marshalltown	Fell from car while repairing it; injured in hip.
October 26	W. P. Watson, brakeman	Marshalltown	Fell from train; carelessness; foot crushed.
November 25	James Brown, switchman	Muchakinock	Carelessness in coupling; finger and thumb crushed.
December 18	Frank Coffin, brakeman	Oskaloosa	Carelessness in coupling; lost finger.
1883.			
February 9	J. Byron, engineer	Morning Sun	Engine broke down; purely accidental; slight internal injuries.
February 16	H. M. Ralf, brakeman	State Center Junction	Caught foot in guard rail; ribs broken.
January 31	N. B. Rayburn, laborer	Martinsburg	Attempted to board train in motion; carelessness; leg sprained.
March 1	J. McMahon, engineer	Hampton	Derailment of snow plow; purely accidental; leg broken.
March 10	Henry Elliott	Albion	Trespasser; carelessness; attempted to board moving train; foot cut off.
March 10	John McGuire, brakeman	Mason City Junction	Carelessness in coupling; lost two fingers.
April 17	John Bartlett, brakeman	Excelsior	Fell from train; carelessness; toes cut off.
April 27	John Feely, conductor	Mason City	Caught foot in guard rail; foot crushed.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments					1	
Collisions				1		
Caught in frogs					2	
Coupling cars		1			3	
Falling from trains					2	
Getting on and off trains					2	1
Highway crossings						3
Miscellaneous					2	
Trespassers on track			1			
Total		1	1	1	12	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	17
Number of casualities purely accidental during the entire year	3
Number resulting from lack of caution, carelessness, or misconduct	14
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Isaac M. Cate, Baltimore, Md.
Vice-President—Russell Sage, New York City.
Secretary—Chas. Alexander, Marshalltown.
Treasurer—D. N. Pickering, Marshalltown.
General Superintendent—D. N. Pickering, Marshalltown.
Assistant General Superintendent—J. G. Johnston, Marshalltown.
Auditor—M. C. Healion, Marshalltown.
General Passenger Agent—R. S. McMurray, Marshalltown.
General Freight Agent—Chas. A. Jewett, Marshalltown.
Attorney—H. E. J. Boardman, Marshalltown.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Russell Sage, New York City.
Thos. T. Eckert, New York City.
Geo. T. M. Davis, New York City.
Alfred P. Sully, New York City.
Giles E. Taintor, New York City.
Elijah Smith, Boston, Mass.
Isaac M. Cate, Baltimore, Md.
H. J. Boardman, Boston, Mass.
P. V. Rogers, Utica, N. Y.
Wm. Hanna, Monmouth, Ill.
D. P. Phelps, Monmouth, Ill.

Date of annual meeting of stockholders, Wednesday next preceding first Wednesday in June.

Fiscal year of company ends, December 31st.

General offices of the company are located at Marshalltowr, Iowa.

STATE OF IOWA, }
COUNTY OF MARSHALL. } ss.

D. N. Pickering, Superintendent and Treasurer, and M. C. Healion, Auditor, of the Central Iowa Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said Company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief

(Signed),

D. N. PICKERING,
M. C. HEALION.

Subscribed and sworn to before me, this 18th day of September, A. D. 1883.

[L. S.] J. HOWARD PEARSON,
Notary public in and for Marshall county, Iowa.

Received and filed in the office of the Commissioners of Railroads, this 19th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

NOTE A.—By sale and consolidation the Burlington & Missouri River R. R. Co's road, property and franchises have been merged with that of the Chicago, Burlington & Quincy R. R. Company, the managers of which have not the information necessary for answering many of the questions asked in this book. Most of the accounts of the B. & M. R. R. R. Co. were destroyed by fire in 1872.

CAPITAL STOCK.

Amount authorized by vote of the company.....	$69,650,246.51	
Amount issued, number of shares, amount paid in.....		$69,650,246.51
Amount of common stock issued...		69,650,246.51
Total amount paid in as per books of the company.....		$69,650,246,51
Amount of stock per mile of road.....	$16,331.10	
Total number of stockholders, about.....	6,500	

DEBT.

Funded as follows:

NAME OF BOND.	When issued.	When due.	Rate per cent.	When payable.	Amount of bonds.
C., B. & Q. trust mortgage	Oct. 1, 1864.	Oct. 1, 1890.	7	April 1, Oct. 1	$ 854,000
C., B. & Q. plain 7s	Jan. 1, 1872.	Jan. 1, 1896.	7	Jan. 1, July 1	547,500
C., B. & Q. consol. mortgage	July 1, 1873.	July 1, 1903.	7	Jan. 1, July 1	13,946,000
C., B. & Q. second mortgage	July 1, 1860.	July 1, 1890.	4	Jan. 1, July 1	565,000
C., B. & Q. 5s of 1895	June 1, 1875	June 1. 1895	5	June 1, Dec. 1	378,000
C., B. & Q. 5s of 1901	Oct. 1, 1876.	Oct. 1, 1901.	5	April 1, Oct. 1	2,325,000
C., B. & Q. Iowa mortgage	Oct. 1, 1879.	Oct. 1, 1919.	5	April 1, Oct. 1	2,922,000
C., B. & Q. Iowa mortgage	Oct. 1, 1879.	Oct 1, 1919.	4	April 1, Oct. 1	8,574,000
C., B. & Q. 5s of 1921	Sept. 1, 1881	Sept. 1. 1921	4	March 1, Sept. 1	4,300,000
C., B. & Q. 4s of 1922	Dec. 1. 1881.	Feb. 1, 1922.	4	Feb. 1, Aug. 1	7,968,000
B. & M. R., R. R. (Iowa) land grant.	Oct. 1, 1863.	Oct. 1, 1893.	7	April 1 and Oct. 1	4,182,050
B. & M. R. R. R. con. 1819	July 1, 1870.	July 1, 1889.	8	Jan. 1 and July 1.	159,500
B. & M. R. R. R. con. 1894	July 1, 1869.	July 1, 1894.	8	Jan. 1 and July 1.	73,500
B. & M. R. R. R. in Neb con. mort'g	July 1, 1878.	July 1, 1918.	6	Jan. 1 and July 1.	11,600,000
B. & M.R. R. R. in Neb., 4s	Jan. 1, 1880.	Jan. 1, 1910.	4	Jan. 1 and July 1.	3,347,000
Rep. Valley R. R.	July 1, 1879.	July 1. 1919.	6	Jan. 1 and July 1.	939,000
					$62,519,550

Total amount of funded debt	$ 62,519,550.00
Total amount of debt liabilities	62,519,550.00
Amount of debt per mile of road	$ 14,659.15
Total amount of stock and debt	132,169,796.51
Amount of stock and debt per mile of road	30,990.25

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES.

No separate details.

All items charged to construction	$ 82,896,883.70
Branch roads	29,265,970.32
Total expended for construction	$112,162.854.02
Average cost of construction per mile of road (3,165.077 miles)	$ 35,437.64

Proportion of cost of construction for Iowa. No record.

COST OF EQUIPMENT.

Total for equipment	$ 17,453,389.32
Total cost of road and equipment	129,616,243.34
Average cost of road and equipment per mile (3,165.077 miles)	$ 40,952.00

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and superstructure	$	140,118.40
Bridging and masonry		28,202.24
Land, land damages and fences		42,836.04
Passenger and freight stations, coal sheds, and water stations		90,956.30
Engine houses, car sheds and turntables		9,940.14
Machine shops, including machinery and tools		199,029.13
Engineering, agencies, salaries and other expenses during construction		525.49
Telegraph lines		87.90
New elevator		3,083.61
Changing channels		2,274.41
Miscellaneous buildings		4,785.53
Double track extension		600.00
Total for construction	$	522,439.19

EQUIPMENT.

Locomotives, 15	$	141,472.08
Passenger, mail, baggage, and express cars, 17		71,379.47
Freight and other cars, 183		58,992.08
Total for equipment	$	271,843.58
Total expenditures charged to property accounts	$	794,282.77
Net additions to property account for the year		794,282.77

GENERAL EXHIBIT.

ALL STATES.

Total earnings	$ 21,287,735.14
Total expenses, including taxes	12,088,177.85
Net earnings	12,199,557.29
Rentals, specifying amount paid to each company	146,687.17
Interest accruing during the year	3,972,210.28
Interest paid during the year	3,972,210.28
Interest on funded debt	3,972,210.28
Interest paid on funded debt	3,972,210.28
Dividends declared (2 per cent) quarterly	5,437,216.40
Balance for the year	2,643,443.44
Balance at commencement of year	1,173,769.41
Balance at the close of the year, June 30, 1883	3,817,212.85
Total income from all sources for the year	$ 24,287,735.14

ANALYSIS OF EARNINGS.

(IOWA.)

Earnings, passenger:		
From all passengers	$	1,450,637.50
From express		70,627.12
From mails		98,830.84
Total earnings, passenger department	$	1,620,095.46
Earnings per train mile run (1,030,742 miles), including 1-5 mixed mileage, $1.57.		
Earnings, freight:		
Total earnings freight department		4,829,908.39
Earnings per train mile run (3,105,030 miles), including 4-5 mixed mileage, $1.55.		
Total transportation earnings	$	6,450,003.85
Earnings per train mile run, from all trains earning revenue (4,135,772 miles), $1.56.		
Earnings per mile of road operated (818.529 miles), $7,879.99.		
Proportion of earnings for Iowa. All in Iowa.		
Rents received for use of road and miscellaneous		58,845.34
Car mileage (credit balances), $33,395.81, also shown in operating expense account.		
Total income from all sources in Iowa	$	6,508,849.19

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

(IOWA LINES.)

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track, renewal of rails and ties	$	735,186.06
Repairs of bridges, including culverts and cattle-guards		128,377.46
Repairs of fences, road-crossings, and signs		30,577.50
Repairs of buildings, stations and water-tanks		37,670.56
Total	$	931,811.58

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	293,076.86
Repairs of passenger and freight cars		346,354.16
Total	$	639,431.02

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (with locomotive service).		
Water supply		$ 38,841.14
Oil and waste (with locomotive service).		
Locomotive service		832,676.17
All train service and supplies		363,856.09
Mileage of all cars (credit)	$ 33,395.81	
Telegraph expenses (maintenance and operating)		83,826.41
Damage and loss of freight		6,646.12
Damages to property, cattle, and personal injuries		49,115.42
Agents and station service and station supplies		271,318.07
Total		$ 1,612,883.61

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 205,649.98
Legal expenses		25,688.45
Insurance		20.52
Printing and advertising		33,873.22
Outside agencies		56,446.79
Contingencies		348,322.91
Taxes in Iowa		166,509.25
Taxes in other States	$ 448,198.31	
Total		$ 836,511.12

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 931,811.58
Maintenance of motive power and cars		639,431.02
Conducting transportation		1,612,883.61
General expenses, including taxes		836,511.12
Total operating expenses and taxes		$ 4,020,637.33
Operating expenses and taxes per mile of road, $4,912.02.		
Operating expenses and taxes per train mile run, for trains earning revenue (4,135,772 miles), $0.96.		
Proportion of operating expenses and taxes for Iowa. All in Iowa.		
Expenses of running and management of passenger trains	Cannot divide; belongs to all.	
Expenses of running and management of passenger trains, per train mile		
Expenses of running and management of freight trains		
Expenses of running and management of freight trains, per train mile		
Expenses of running and management of all trains earning revenue	0.96	
Percentage of expenses to income		61.77

GENERAL RECAPITULATION.

(IOWA LINES.)

Total income	$ 6,508,849.19
Total operating expenses and taxes	4,020,637.33
Net income above operating expenses and taxes	2,488,211.86
Net income above operating expenses, taxes, interest and rental	2,488,211.86

Gross income per train mile run (4,135,772 miles), $1.56.
Net income per train mile run (4,135.772 miles), $0.60.
Percentage of net income to stock and debt. No record.
Percentage of net income to cost of road and equipment. No record.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No charge for transportation of company material.

SURPLUS.

Surplus at the commencement of the year		
Surplus at the close of the year		
The amount invested in railroad stocks. None account of Iowa lines.		
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:		
In the hands of the trustees of the Iowa land grant mortgage:		
Sundry securities	$ 3,997,743.89	
Cash awaiting investment	39,628.15	
		$ 4,037,372.04
In the hands of the trustees of the Iowa mortgage, to secure 5 per cent bonds of 1895:		
Sundry securities	$ 125,308.34	
Cash awaiting investment	9,107.01	
		134,415.35
In the hands of the trustees of the Iowa mortgage to secure 4 and 5 per cent bonds of 1919:		
Sundry securities	$ 455,302.00	
Cash awaiting investment	1,752.08	
		457,054.08

The amount of its own stock or bonds owned by the company.
Amount absorbed in construction. None for Iowa lines.
Amount in material and balances from other roads. None for Iowa lines.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction account	$ 82,896,883.70
Equipment account	17,458,389.32
Branch roads	29,265,970.32
Stock and bonds, connecting and leased lines	8,728,607.00
Material and supplies	2,209,222.93
Sinking funds	4,767,097.89
Bills payable and receivable—balance	13,105.06
Total assets	$ 145,334,276.22

CREDIT.

Capital stock	$ 69,650,246.51
Funded debt	62,519,550.00
Profit and loss, or income account and surplus	13,164,479.71
Total liabilities	$ 145,334,276.22

DESCRIPTION OF ROAD.

Length of main line of road from center of Mississippi river to Union Pacific Transfer, miles	295.255
Length of main line of road in Iowa	295.255
Length of double track on main line, including Chariton to Indianola Junction	43.062
Same in Iowa	43.062
Branches owned by this company	523.014

BRANCHES OWNED IN IOWA, GIVING DISTANCE FROM JUNCTION WITH MAIN LINE.

Burlington to Keokuk, miles	42.012
Albia to Des Moines	67.807
Albia to Moravia	11.477
Chariton to Grant City	95.450
Bethany Junction to Albany	46.143
Chariton to Indianola	30.176
Creston to Hopkins	44.540
Villisca Junction to Burlington Junction	35.000
Creston to Fontanelle	27.704
Clarinda to Northboro	17.960
Red Oak to East Nebraska City	49.860
Red Oak to Griswold	18.100
Hastings to Sidney	21.057
Hastings to Carson	15.728
Length of branches owned by this company (Iowa lines)	523.014

Total length of branches owned by this company in Iowa.....	462.089
Total length of branches owned by this company in Missouri.	60.925
Total length of road belonging to this company (Iowa lines)..	818 529
Aggregate length of sidings and other tracks not above enumerated.....	180.808
Same in Iowa	175.409
Aggregate length of track, computed as single track, exclusive of sidings.....	861.591
Same in Iowa.....	800.666
Total length of steel rails in tracks in Iowa, exclusive of sidings.....	417.946
Total length of iron rails in tracks in Iowa.....	355.82
Weights per yard, steel, 60 and 66 pounds.	
Weights per yard, iron, 56 and 60 pounds.	
Gauge of track, 4 feet, 8½ inches.	

LENGTH OF THE LINES IN ALL STATES OPERATED BY C., B. & Q. R. R.

Illinois, miles.....	1,268.653
Iowa.....	987,596
Missouri.....	874,283
Nebraska.....	1,012.400
Kansas.....	49.950
Colorado.....	174.980
Total.....	4,367.772

If any part of the road was first opened for operation during the past year, state the date. Clarinda to Northboro, July 10, 1882.	
Total miles of road operated by this company.....	4,367.77
Total miles road operated by this company in Iowa, Iowa lines	757.604

STATIONS.

Number of stations on all roads owned by this company	367
Same in Iowa.....	147
Number of stations on all roads operated by this company in Iowa.....	130
Number of telegraph offices in stations in Iowa.....	117

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	13,191
Same in Iowa.....	5,530
Amount paid employes, including officials, on all roads operated by this company.....$	6,349,213.12
Same in Iowa.....$	2,489,763.80

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length	43	5,824
Combination bridges 100 feet in length	1	100
Iron bridges over 100 feet in length	30	4,365
Wooden truss bridges under 100 feet in length	4	6,880
Iron bridges under 100 feet in length	12	4,962
Wooden trestle and pile	966	100,325
Iron trestle	66	2,542

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	2
Less than 20 feet opening	33

BOX CULVERTS IN IOWA.

Wooden barrel culverts	68
Timber	940
Iron pipe culverts	20
Stone	418
Open culverts	336
Stone pipe culverts	102

CATTLE-GUARDS.

Number of in Iowa	1,995

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		821,598
Amount of trestle work replaced with earth during the year (lineal feet)		338
Timber culverts replaced with stone	2	
Timber culverts replaced with sewer pipe	4	
Timber culverts replaced with timber	84	
Wooden truss bridges filled with earth		377

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Big Creek, 30 miles west of Burlington..	Whipple Truss—replacing a Howe Truss.....	Iron.	June, 1883.....	152
Middle Nodaway River.....	Whipple Truss—replacing a Howe Truss.....	Iron.	February, 1883	150

Give the average number of years the trestle and pile bridges last on your road in Iowa..... 9

Give the average number of years that Truss wooden bridges last on your road in Iowa.....If covered, 14

ROAD-BED AND TRACK.

Number of track sections in Iowa..... 159

Average length of sections, miles..... 5

Average number of men in each section gang..... 4

Number of new ties laid in track during the year in Iowa..... 179,468

Average number of new ties per mile of road..... 224

New rails laid in track during the year in Iowa—steel (3,165 tons), miles..... 29.938

Total track laid with new rails during the year in Iowa, miles. 29.938

What is the average number of years that iron rails last in your track on branches in Iowa..... 8

What is the average number of years that steel rails last in your track on main line in Iowa..... 6

What is the average number of years that steel rails last in your track on branches in Iowa..... 10

What is the average number of years that ties last in your track in Iowa:

Oak..... 9

Cedar..... 6

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railroad, at Fairfield.
Chicago, Rock Island & Pacific Railroad, east of Ottumwa.
Chicago, Rock Island & Pacific Railroad, at Indianola.
Chicago, Rock Island & Pacific Railroad, at Des Moines.
Chicago, Rock Island & Pacific Railroad, at Des Moines.
Central Iowa Railroad, east of Albia.
Osceola & Des Moines Railroad, at Osceola.
K. C., St. J. & C. B. Railroad, at Pacific Junction.
Humeston & Shenandoah Railroad, at Humeston and Clarinda.
Wabash, St. Louis & Pacific Railroad, at Ottumwa.

Wabash, St. Louis & Pacific Railroad, one-half mile east of Albia.
Wabash, St. Louis & Pacific Railroad, at Malvern.
Wabash, St. Louis & Pacific Railroad, three-fourths mile north of Shenandoah.
Wabash, St. Louis & Pacific Railroad, at Clarks.
Wabash, St. Louis & Pacific Railroad, south of Albia.

What railroads cross your road, either over or under, and at what locality?
Humeston & Shenandoah Railroad, two and one-half miles north of Conway, over C., B. & Q.

Number of highway crossings at grade	896
Number of highway crossings at which there are flagmen	10
Number of highway crossings over railroad	26
Number of highway crossings under railroad	15
Number of highway bridges 18 feet above track	25
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa	937.74
What is the average cost per rod	1.00
What is the total cost of same	300,076.80
How many miles of new fencing have you built during the year	80.93
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Monroe county	15.50
In Lee county	6.50
In Marion county	4.00
In Polk county	11.75
In Pottawattamie county	2.30
In Lucas county	18.00
In Cass county	2.90
In Warren county	41.50
In Wayne county	3.00
In Decatur county	35.25
In Ringgold county	21.25
In Montgomery county	11.60
In Page county	41.40
In Union county	27.00
In Adair county	32.50
In Fremont county	13.10
In Mills county	8.35
In Appanoose county	1.10
In Wapello county	11.10
Total, miles	308.10

ROLLING STOCK.

	Iowa lines.	Total.
Number of locomotives	161	425
Number of passenger cars	60	172
Number of baggage, mail and express cars	29	81
Number of state room cars		1
Assigned sleeping cars (belonging to Pullman Co.)	5	14
Number of dining cars	1	5
Number of box freight cars	3,484	9,070
Number of stock cars	998	2,248
Number of platform and coal cars	913	3,042
Number of other cars, including hand and rubble.	387	1,009
Total	5,877	15,642

Maximum weight of locomotives and tenders, tons	51
Average weight of locomotives and tenders, tons	38
Number of locomotives in Iowa equipped with train brake	21
Kind of brake. Westinghouse.	
Maximum weight of passenger cars, ton	29
Average weight of passengers cars, tons	28
Number of cars in Iowa equipped with train brake	89
Kind of brake. Westinghouse automatic.	
Number of passenger cars in Iowa, equipped with Miller platform and buffer	89
The amount of tonnage that can be carried over your road, exclusive of cars, by an engine of given weight. Weight of engine 51 tons:	
East Iowa, tons freight	330
Middle Iowa, tons freight	275
West Iowa	260

MILEAGE, TRAFFIC, ETC.

(ON IOWA LINES.)

Miles run by passenger train during the year	1,004,652
Miles run by freight trains during the year	3,000,670
Miles run by mixed trains during the year	130.450
Total train mileage	4,135,772

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	5.4
Average weight of passenger trains, exclusive of passengers, tons	175
Average number of cars in freight trains	19.4
Average weight of freight trains, exclusive of freight, tons	230

PASSENGER TRAFFIC.

Total number of passengers carried	956,862
Total passenger mileage, or passengers carried one mile	.....
Average distance traveled by each passenger	.....
Amount received from each passenger	.....
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance	
Average rate of fare per mile for all passengers	

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,103,109
Number of tons of local freight carried	1,282,612
Total tons of freight carried	2,385,721
Total freight mileage, or tons carried one mile	482,710,293
Average rate per ton per mile received for through freight	.....
Average rate per ton per mile received for local freight	.....
Average rate per ton per mile received for all freight	1.001
Average rate per ton per mile received from freight to and from other roads	.....
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road.)	18.3

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	24,224,947
Number of miles run by loaded freight cars west and north	23,203,315
Number of miles ruu by empty freight cars east and south	6,535,294
Number of miles run by empty freight cars west and north	6,978,253
Total freight car mileage	60,941,809
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	21.24
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	23.12

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops	25
Rate of speed of freight trains, including stops	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,435,038	27.3
Flour	107,237	2.3
Provisions (beef, pork, lard, etc.)	76,211	1.4
Animals	547,564	10.4
Other agricultural products	43,824	.8
Lumber and forest products	785,184	14.9
Coal	1,098,348	20.9
Plaster, lime and cement	51,279	.9
Salt	55,073	1.0
Iron, steel and castings	120,043	2.3
Stone and brick	88,459	1.7
Manufactures—articles shipped from point of production	107,878	2.1
Merchandise, and other articles not enumerated above	728,280	14.0
Total tons carried	5,244,418	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	789,427	33.1
Flour	35,858	1.5
Provisions (beef, pork, lard, etc.)	36,822	1.6
Animals	262,500	11.0
Other agricultural products	21,388	0.9
Lumber and forest products	393,043	16.5
Coal	343,909	14.4
Plaster, lime and cement	21,310	0.9
Salt	32,728	1.3
Iron, steel and castings	44,986	1.9
Stone and brick	28,421	1.2
Manufactures—articles shipped from point of production	52,256	2.2
Merchandise, and other articles not enumerated above	323,073	15.5
Total tons carried	2,385,721	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT BURLINGTON, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons	796,569
East bound number of tons	1,198,438
Total tons	1,995,007

TONNAGE CROSSING THE MISSOURI RIVER BRIDGE AT PLATTSMOUTH, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	493,231
West bound number of tons	387,677
Total tons	880,908

Above figures were furnished by Burlington & Missouri in Nebraska.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company does a business on the main line and branches, paying agreed rates for car accommodations furnished by the company. The express company loads and unloads all freight and cares for the same.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No freight or transportation companies. The usual fast freight lines run their cars over the lines of this road, but upon same mileage rates as cars of any other roads.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? No accounts except regular mileage rates for foreign cars running on Chicago, Burlington & Quincy Railroad.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Sleeping Car Company runs sleeping-cars on the road; charges $2.00 per berth per night. The railroad company runs its own dining-cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The railroad company maintains and repairs the cars and the Pullman Palace Car Company maintains

everything relating to the sleeping apparatus. The Pullman Palace Car Company receives the entire earnings.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Main line two times each way, daily (except Sunday), for large stations on main line. On the branches and at small stations, one time each way, daily. Receipts for year ending June 30, 1883. $———

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? In Iowa, 728 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? No other company owns telegraph lines on the road.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	358,424
State the number of acres yet to inure to your company from congressional grants	None.
State the average price at which these lands have been sold or contracted by the company	$ 12.12
State the number of acres sold	336,016.88
State the amount received from sales, (cash sales)	153,931.73
State the amount unpaid on outstanding contracts	2,741,841.04
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883	4,403,925.46
State the amount expended in sale and management of lands	527,631.09
State the amount of taxes paid on lands	251,149.87
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	3,625,144.50

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED AND KILLED—NOT EMPLOYES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1882.			
July 8	Foster Elmer, citizen	Ottumwa	Left leg crushed ; died.
July 11	Jacob Reichert, citizen	Lefflers	Killed.
July 29	F. A. Maner, school boy	Oosceola	Right leg crushed ; died.
August 11	Unknown	Chillicothe	Struck by train ; killed.
August 16	Jno. Alton, tramp	Adrian	Killed.
August 18	Geo. Howlin, boy	Montrose	Killed.
September 2	N. E. Mallory, citizen	Afton	Right leg cut off ; died.
September 10	P. Robinson, citizen	Near Wever	Killed.
September 15	A. W. Giles, citizen	Mt. Pleasant	Run over and killed.
September 24	Jas. Burns, citizen	Burlington	Killed.
September 29	Richard Walker, citizen	South Loraine	Killed.
Octaber 1	Jno. Hickoff, citizen	Rome, near Lockridge	Shaken up ; now deranged.
October 19	P. Salier, citizen	Creston	Killed.
October 25	D. F. Skein, citizen	Y. City	Killed.
November 18	B. F. Johnson, citizen	Council Bluffs	Killed.
November 22	Andy Mack, citizen	Cleveland	Killed.
December 4	H. Rose, carpenter	Osceola	Left shoulder broken.
December 16	C. Briggs, citizen	Alton	Killed.
1883.			
January 14	Wm. Gallager, citizen	Chariton	Killed by express.
February 6	Mrs. A. Devney, citizen	Burlington	Struck by train while drunk ; own fault.
February 10	E. A. Hanchett, passenger	Ballinger	Side hurt and bruised ; coach upset.
February 10	L. M. Madison, passenger	Ballinger	Shoulder bruised.
February 10	Mark G. Lyon, passenger	Ballinger	Shaken up.
February 11	Mrs. M. Hargis, citizen	Fontanelle	Bruise ; coach upset.
February 14	Chris Gallagher, citizen	Burlington	Threw himself off engine and killed.
February 17	W. H. Tindell, citizen	Macedonia	Hand mashed coupling ; own fault.
March 13	Wm. Cook, passenger	Wrights	Face and head cut jumping from train.
March 14	Wm. Pickering, passenger	Thayer	Leg cut off jumping off train.
March 30	Jno. Tracey, boy	Albia	Killed trying to get on moving train.
March 30	Chas. Christie, boy	Creston	Killed trying to get on moving train.
April 1	Ed. Carpenter, boy	Burlington	Head cut and bruised ; own fault.
April 2	James Lloyd, coal miner	Cleveland	Bruised and cut on face.
April 5	Sam Baker, passenger	Glendale	Fell off train ; died.
May 1	Annie Swalles, school girl	Rome	Run over by cars ; killed.
May 20	Wm. Welsh, citizen	Frederick	Leg crushed jumping off cars ; own fault.

TABLE OF ACCIDENTS—CONTINUED.

INJURED AND KILLED—NOT EMPLOYES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1882.			
May 27	Frank Smith, boy	Ottumwa	Struck by engine and killed; own fault.
June 3	Chas. Haddox, hotel runner	Afton	Knee cap broken; own fault
June 19	J. Johnson, boy	Creston	Leg cut off, died; own fault.
June 23	Pat. Toomer, tramp	Council Bluffs	Leg run over; own fault.

INJURED—EMPLOYES.

1882.			
July 3	J. Spencer, track laborer	Coin	Head cut badly.
July 10	J. McCarty, brakeman	Ottumwa	Middle finger right hand crushed.
July 11	M. Burton, laborer	McDill	Dislocated left shoulder.
July 22	J. Jones, laborer	Leffler's	Killed.
July 24	Robt. Prunty, track laborer	Ferris	Wheels run over his abdomen.
July 31	J. Younglin, laborer	Grand River	Broke left arm and shoulder bruised.
August 6	T. J. Lyon, brakeman	Creston	First finger right hand mashed.
August 17	U. L. Gasser, switchman	Ottumwa	Fore finger right hand mashed.
August 22	J. Haley, brakeman	Grand River	Killed.
August 24	C. P. Hensley, brakeman	Charlton	Right hand crushed.
August 24	T. J. Scott, brakeman	Clarinda	Left thumb taken off.
August 26	O. Gardner, laborer	Near Kent	Right leg broken.
September 11	A. Smidt, track laborer	Page Centre	Badly ruptured; died.
September 16	T. A. King, brakeman	C. Cross	Left collar bone broken.
September 17	G. Bloffin, brakeman	Afton	Killed.
September 19	J. Vax Beek, brakeman	Burlington	Run over; left leg cut off.
September 23	I. Larsen, laborer	Charlton	Knocked under train and killed,
September 28	N. P. Felton, draw tender	Burlington Bridge	Drowned.
October 6	J. Bankson, wiper	Red Oak	Left arm broken.
October 16	—. Hollingshead, brakeman	Albia	Shoulder dislocated, collar bone broken.
October 17	G. W. Horne, brakeman	Near Kent	Head crushed; died.
October 18	H. Engler, operator	Melrose	Left leg broken.
October 22	F. L. Clark, brakeman	Villisca	Killed.
October 28	B. Goranson, laborer	North of Albia	Killed.
October 30	M. Madden, engineer	Leffler's	Killed; skull fractured.
November 10	W. Groom, laborer	Pacific Junction	Killed.
November 15	J. M. Bouton, brakeman	Albia	Left hand mashed.

November	21	F. Buxton, brakeman	Charlton	Left hand mashed.
December	11	J. Spellman, switchman	Burlington	One rib broken.
December	15	O. H. Lorimer, brakeman	Afton	Two fingers right hand mashed.
1883.				
January	4	Jno. P. Nelson, laborer	Ottumwa	Fell from engine frame.
January	4	T. O. Day, brakeman	Murray	Fell over train-tail post.
January	8	J. F. Stingluff, conductor	Glendale	Fell unloading a car.
January	8	N. E. Sims, brakeman	Villisca	Hand injured; own fault.
January	8	E. R. O'Brien, conductor	Ottumwa	Knocked down by car.
January	8	L. D. Tomilson, brakeman	Agency City	Punched in chest; own fault.
January	9	N. C. Updike, brakeman	North of Chillicothe	Knocked off train and killed by bridge.
January	9	E. Vallery, laborer	South of Conway	Killed by express on bridge.
January	10	Chas. C. Wander, wiper	Burlington	Face bruised; side rod of engine slipped.
January	10	Sam. Lettsburg, wiper	Burlington	Face bruised; side rod of engine slipped.
January	13	Jas. Calegan, brakeman	Corning	Head cut; struck by bridge.
January	15	A. Johnson, laborer	Ottumwa	Run over and killed by cars.
January	16	Levi Fluck, brakeman	Pacific Junction	Ankle sprained; own fault.
January	21	Ed. Roach, brakeman	Burlington	Hand injured; own fault.
January	22	J. H. Slingloff, conductor	New London	Ankle sprained; own fault.
January	23	C. E. Mellody, brakeman	Murray	Hand badly mashed.
January	23	D. L. Tubbs, agent	On train 174	Arm hurt.
January	25	Wm. C. Cree, brakeman	Thayer	Back and shoulder injured.
January	2	D. N. Sears, brakeman	Charlton	Wrist fractured; own fault.
January	21	C. W. Crawford, brakeman	Corning	Hand bruised.
January	27	Wm. Barkley, brakeman	Charlton	Hand crushed.
January	29	T. H. Mann, engineer	Rome	Back hurt; own fault.
January	31	Wm. McHale, brakeman	Albia	Sprained ankle; stepping from cars.
February	6	Chas. Haskins, laborer	Clarinda	Sprained ankle; stepping from cars.
February	9	Chas. Young, diver	Burlington Bridge	Skull crushed.
February	13	Jno. Wilson, brakeman	Villisca	Thrown from train: afterward died.
February	13	L. O. Weber, brakeman	C. crossing	Hand pinched.
February	13	Dav. Keeler, engineer	Agency City	Collision; killed.
February	15	Frank James, engineer	Creston	Collar bone broken.
February	15	Chas. Marsh, engineer	Burlington	Ankle crushed; own fault.
February	18	Jno. Wilkes, switchman	Burlington	Hand hurt.
February	19	Jno. Hawksworth, engineer	Ottumwa	Spine injured.
February	23	P. O. Berquist, machinist	Leffiers	Finger cut off.
February	23	J. D. Neisuender, brakeman	Grant City	Chest and head bruised.
February	26	Wm Dia', switchman	Ottumwa	Bruised, fell between cars; own fault.
March	1	J. J. Warner, section man	Mt. Ayr	Back sprained.
March	2	Jno. Sexton, boy	Creston	Leg broke; walked from train asleep.
March	2	Jno. Wrestling, laborer	Charlton	Foot hurt; own fault.
March	2	M. O'Neill, brakeman	Ottumwa	Killed; falling off train.
March	3	Wm. Miller, boy	Creston	Killed; falling off train.
March	5	Job Freeman, watchman	Cleveland	Struck by train and bruised.
March	13	N. R. Nediver, brakeman	Albia	Head cut; own fault.
March	15	E. E. Baker, fireman	Cleveland	Bruised and cut.
March	17	G. A. Swanson, fireman	Burlington	Foot pinched; own fault.
March	17	Jno. Stockdale, engineer	Villisca	Knee sprained and bruised.
March	25	J. H. Madison, brakeman	Mt. Pleasant	Head and face cut.

REPORT OF ACCIDENTS—CONTINUED.

INJURED—EMPLOYES.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883.			
March 26	Michael Thompson, brakeman	Hillsdale	Arm crushed.
March 28	H. Hull, laborer	Clarinda	Leg sprained ; own fault.
March 29	M. King, brakeman	Hastings	Bruised and arm broked ; own fault.
March 30	F. Grey, brakeman	Lenox	Foot bruised.
March 30	T. A. Woodford, brakeman	Ellicott	Shoulder-bladé broken.
March 30	Henry Bartruff, machinist	Leffler	Finger cut off ; own fault.
March 31	Oscar Rose, brakeman	Charlton	Hand mashed.
March 31	Fred Eggleston, engineer	Creston	Face cut ; own fault.
March 31	L. R. Benton, conductor	Whitfield	Toes mashed.
April 1	S. N. Range, brakeman	Dudley	Knocked of train and killed.
April 1	David Hedden, stockman	Rome	Fell between cars and killed : own fault.
April 1	Wm. Elliott, switchman	Charlton	Hand squeezed.
April 2	E. Cleghorn, brakeman	Chillicothe	Foot mashed ; own fault.
April 2	A. Miller, brakeman	Red Oak	Shoulder bruised.
April 2	E. A. Champlin, section man	Fort Madison	Shoulder bruised.
April 4	John Anderson, machinist	Leffiers	Fingers crushed : own fault.
April 7	Peter Asp, fireman	Leffiers	Ankle sprained and bruised ; own fault.
April 8	Henry Monahan, switchman	Burlington	Run over by engine and killed.
April 10	Conrad Eisel, laborer	Red Oak	Foot bruised.
April 11	F. D. Gare, stockman	Burlington	Leg broken ; own fault.
April 12	J. W. Long, brakeman	Charlton	Foot run over and crushed ; own fault.
April 14	R. G. Wilson, section man	Nebraska City Junction	Shoulder broken, own fault.
April 17	Chris. Goodman, laborer	Burlington	Run over and killed by engine.
April 21	D. N. Sears, brakeman	Russell	Shot and killed on cars.
April 26	Gus Johnson, coalman	Ottumwa	Ankle broken ; own fault.
April 28	A. T. Haley, brakeman	Hawthorne	Knee-cap broken ; own fault.
April 28	A. G. Carlson, laborer	Leffiers	Foot bruised.
April 30	Wm Hawker, baggageman	Sidney	Bruised considerably ; own fault.
April 31	H. H. Coleman, station agent	Albia	Hips crushed.
May 11	Tom Kelly, laborer	Davis City	Bruised ; own fault.
May 12	C. A. Sprain, brakeman	Fort Madison	Fingers crushed.
May 17	Ed. Sparks, brakeman	Leffiers	Fingers crushed.
May 19	John Lingren, carpenter	Leffiers	Injured internally ; own fault.
May 21	G. W. Scholes, machinist	Leffiers	Finger cut off.
May 23	E. Tyson, engineer	Grand River	Hand burned.

May	23	Charles Abbott, fireman	Grand River	Hand burned.
May	22	H. B. Brown, fireman	Charlton	Badly crushed and bruised.
May	27	R. Plummer, switchman	Ottumwa	Struck by engine and killed.
May	28	Charles Detreck, laborer	Davis City	Ankle fractured.
May	30	Luke Kendall, engineer	East Creston	Head cut badly; own fault.
June	3	T. H. Miller, fireman	Creston	Head bruised.
June	4	Mat. Heiner, trackman	Keokuk	Back and leg injured.
June	8	M. Connor, machinist	Burlington	Cut, gash on head; own fault.
June	11	E. Baker, fireman	Charlton	Head cut.
June	15	M. Kennedy, trackman	Fort Madison	Head cut.
June	19	R. Tomlinson, brakeman	Wever	Hand crushed.
June	29	A. H. Jackson, laborer	Corning	Foot bruised.
June	29	J. M. Barnett, laborer	Leffers	Foot pinched.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	....	....	3	....	1
Collisions	....	1	....	....	....	....
Coupling cars	....	1	....	....	27	1
Falling from trains	1	7	2	....	16	2
Getting on and off trains	....	....	4	2	13	3
Miscellaneous	....	9	9	....	41	3
Overhead obstructions	....	3	....	....	4	....
Stealing rides	....	....	3	....	....	....
Trespassers on track	....	....	4	....	....	3
Total	1	21	22	5	101	13

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	46
Number of persons injured during the year	117
Number of casualties purely accidental during the entire year	44
Number resulting from lack of caution, carelessness, or misconduct	98
Number of persons killed or injured while intoxicated	6
Number of trespassers on track killed or injured	11
Number of tramps or others stealing rides killed or injured	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Chas. E. Perkins, Burlington, Iowa.
Secretary—H. W. Weiss, Chicago, Illinois.
Treasurer and 2d Vice-President—J. C. Peasley; Chicago, Illinois.
General Manager and 3d Vice-President—T. J. Potter, Chicago, Illinois.
General Superintendent and Assistant General Manager—H. B. Stone, Chicago, Illinois.
Division Superintendents—J. D. Besler, Galesburg, Illinois. W. F. Merrill, Burlington, Iowa.
Chief Engineer—R. J. McClure, Chicago, Illinois.
Superintendent of Telegraph—J. F. Morgan, Chicago, Illinois.
General Auditor—Jno. L. Lathrop, Chicago, Illinois.
General Passenger Agent—P. Lowell, Chicago, Illinois.
General Freight Agent—E. P. Ripley, Chicago, Illinois.
Attorney—Wirt Dexter, Chicago, Illinois.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jno. M. Forbes, Boston, Mass.
Sidney Bartlett, Boston, Mass.
Chas. J. Paine, Boston Mass.
E. W. Hooper, Boston, Mass.
Wm. Endicott, Jr., Boston, Mass.
Edward Bangs Boston; Mass.
T. J. Coolidge, Manchester, Mass.
Jno. N. A. Griswold, New York City.
Peter Geddes, New York City.
Wirt Dexter, Chicago, Illinois.
C. E. Perkins, Burlington, Iowa.

Date of annual meeting of stockholders, fourth Wednesday in April.

Fiscal year of company ends December 31st.

General offices of the Company are located at corner Adams and Franklin streets, Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

J. C. Peasley, Second Vice-President, and Henry B. Stone, Assistant General Manager, of the Chicago, Burlington & Quincy Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

J. C. PEASLEY,
Second Vice-President.
HENRY B. STONE,
Assistant General Manager.

Subscribed and sworn to before me, this 5th day of October, A. D. 1883.

[L. S.] LESTER O. GODDARD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 8th day of October, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, BURLINGTON & KANSAS CITY

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$8,000,000.00	
Amount authorized by vote of the company	8,000,000.00	
Amount issued, number of shares	None.	
Amount of common stock issued		
Amount of preferred stock issued, and conditions of preferment		
Total amount paid in as per books of the company		$ 8,000,000.00
Amount of stock per mile of road	$ 51,803.00	
Amount of stock representing the road in Iowa		
Amount of stock held in Iowa		
Total number of stockholders		
Number of stockholders in Iowa	No record.	

DEBT.

No funded debt.		
Floating debt		$ 473,321.08
Total amount of debt liabilities		$ 473,321.08
Amount of debt per mile of road		
Total amount of stock and debt	$8,473,321.08	
Amount of stock and debt per mile of road		

COST OF ROAD AND EQUIPMENT.

No reported record.

Total expended for construction	$ 8,340,183.85

COST OF EQUIPMENT.

Total for equipment		$ 109,894.56
Average cost of equipment per mile of road operated by Company (191.5 miles)	$ 573.86	
Proportion of cost of equipment for Iowa	No record.	
Total cost of road and equipment		$ 8,450,077.91

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

(No record.)

GENERAL EXHIBIT.

Total earnings	$ 244,368.21
Total expenses, including taxes	249,412.37
Net deficit	5,044.16
Rentals, specifying amount paid to each company:	
Wabash, St. Louis & Pacific (included in operating expenses)	12,000.00
Total income from all sources for the year	$ 244,368.21

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 60,780.65
From express and baggage		6,094.07
From mails		8,885.52
Total earnings, passenger department		$ 75,660.24
Earnings per train mile run	No record.	
Earnings, freight:		
Total earnings, freight department		161,837.47
Earnings per train mile run	No record.	
Earnings per train mile run, from all trains earning revenue	No record.	
Earnings per mile of road operated (191.50 miles)	$ 1,276.08	
Proportion of earnings for Iowa		148,854.73
Rents received for use of road		6,096.30
Telegraph earnings		774.30
Total income from all sources		$ 244,368.21

Proportion of income for Iowa ..... $ 148,854.73

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed, track, rails and ties	$	60,319.56
Repairs of bridges, including culverts and cattle-guards		28,410.61
Repairs of fences, road-crossings and signs		1,012.95
Repairs of buildings, stations and water-tanks		2.289.25
Total	$	92,012.37

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	15,622.25
Repairs of passenger and freight cars		9,578.32
Total	$	25,200.57

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (included in locomotive service)		
Water supply	$	3,643.47
Oil and waste (included in other accounts)		
Locomotive service		40,823.61
Train service and train supplies for all trains		15,467.18
Mileage of all cars (debt balance)		11,235.13
Telegraph expenses (maintenance and operating)		5.667.11
Damage and loss of freight and baggage		134.53
Damages to property, cattle and personal injuries		8,941.59
Agents and station service and station supplies		11,777.65
Total	$	97,690.27

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$	14,201.28
Legal expenses				1,756.50
Printing and advertising				606.62
Contingencies, (Wabash, St. Louis & Pacific Railway, trackage)				12,000.00
Taxes in Iowa	$ 4,320,33			
Taxes in other States	1,624.43	Total taxes		5,944.76
Total			$	34,509.16

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 92,012.37
Maintence of motive power and cars		25,200.57
Conducting transportation		97,690.27
General expenses, including taxes		34,509.16
Total operating expenses and taxes		$ 249,412.37
Operating expenses and taxes per mile of road	$ 1,302.31	
Operating expenses and taxes per train mile run, for trains earning revenue	No record	
Proportion of operating expenses and taxes for Iowa		151,849.35
Percentage of expenses to income		102.06

GENERAL RECAPITULATION.

Total income	$ 244,368.21
Total operating expenses and taxes	249,412.37
Loss above operating expenses and taxes	5,044.16
Loss above operating expenses, taxes, interest and rental	5,044.16
Gross income per train mile run	No record.
Net income per train mile run	No record.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction	$ 8,340,183.35
Equipment	109,894.56
Materials	8,980,70
Cash on hand	4,449.92
Agents and connecting lines—balance	6,730.57
Income account and profit and loss	35,400.95
	$ 8,505,640.05

CREDIT.

Capital stock	$ 8,000,000.00
Due Chicago, Burlington & Quincy Railroad	473,321.08
Bills receivable and payable—balance	32,318.97
	$ 8,505,640.05

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Sumner, miles..	191.50
Length main line of road in Iowa	116.65
Length main line of road in Missouri	74.85
Total length of road belonging to this company	152.49
Aggregate length of sidings and other tracks not above enumerated	8.26
Same in Iowa	4.87
Aggregate length of track, computed as single track, exclusive of sidings	152.49
Same in Iowa	77.64
Total length of steel rails in tracks in Iowa, exclusive of sidings	34.18
Total length of iron rails in tracks in Iowa	82.47

Weights per yard, steel, 56 and 60 pounds.

Weights per yard, iron, 52 and 56 pounds.

Gauge of track, 4 feet, 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
C., B. & Q., between Burlington and Veile, miles	25.00
W., St. L. & P., between Bloomfield and Moulton	14.00
Total length of above roads in Iowa	39.00
If any part of the road was first opened for operation during the past year, state the date. Laclede to Sumner, July 10, 1883	10.50
Total miles of road operated by this company	191.50
Total miles of road operated by this company in Iowa	116.65

STATIONS.

Number of stations on all roads owned by this company	32
Same in Iowa	18
Number of stations on all roads operated by this company	36
Same in Iowa	22
Number of telegraph offices in stations in Iowa	18

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	297
Amount paid employes, including officials, on all roads operated by this company, per year	$ 130,326.96

Same in Iowa. Cannot separate.

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	12	1,649
Wooden truss bridges under 100 feet in length	1	75
Wooden trestle and pile, feet		12,408

BOX CULVERTS IN IOWA.

Timber	141

CATTLE-GUARDS.

Number in Iowa	282

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	568,542

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Des Moines river, Farmington, Iowa	Howe Truss.	Wood....	1882	325
First crossing, Indian creek, Farmington	Howe Truss.	Wood....	188	132
Second crossing, Indian creek, Boyer	Howe Truss.	Wood....	1882	105
Third crossing, Indian creek, Willets	Howe Truss.	Wood....	1882	105

Give the average number of years the trestle and pile bridges last on your road in Iowa. Nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. Eight years (uncovered).

ROAD-BED AND TRACK.

Number of track sections in Iowa	13
Average length of sections, miles	6
Average number of men in each section gang	3
Number of new ties laid in track during the year in Iowa	23,577
Average number of new ties per mile of road	306
New rails laid in track during the year in Iowa—steel (tons, 270.1800-2240), miles	3.02
Total track laid with new rails during the year in Iowa, miles.	3.02

What is the average number of years that iron rails last in your track on main line in Iowa? Ten.

What is the average number of years that steel rails last in your track on main line in Iowa? Twelve.

What is the average number of years that ties last in your track in Iowa? Eight.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
St. Louis, Keokuk & Northwestern R'y, at Donnellson.
Chicago, Rock Island & Pacific R'y, at Farmington.
Wabash, St. Louis & Pacific R'y, at Sedan.

Number of highway crossings at grade	60
Number of highway crossings at which there are flagmen	None.
Number of highway crossings over railroad	None.
Number of highway crossings under railroad	1

FENCING IN IOWA.

How many miles of fencing have you on your road	27.10
What is the average cost per rod	$ .90
What is the total cost of same	$ 7.468,80
How many miles of new fencing have you built during the year	5.10

Give the number of miles needed on both sides of your track in each county in Iowa. No record.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	9	9
Number of passenger cars	3	3
Number of baggage, mail and express cars	3	3
Number of box freight cars	50	50
Number of platform cars	18	18
Number of coal cars	38	38
Number of other cars	4	4
Total cars	116	116

Maximum weight of locomotives and tenders, tons	58
Average weight of locomotives and tenders, tons	52
Number of locomotives equipped with train brake	1
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	14
Average weight of passenger cars, tons	12
Number of cars equipped with train brake	6
Kind of brake, Westinghouse straight air.	
Number of passenger cars equipped with Miller platform and buffer	6

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	118,370
Miles run by freight trains during the year	156,530
Miles run by other trains during the year	15,120
Total train mileage	290,020

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	2
Average weight of passenger trains, exclusive of passengers; tons	74
Average number of cars in freight trains	No record.

PASSENGER TRAFFIC.

Total number of passengers carried	No record.
Average distance traveled by each passenger	No record.
Average amount received from each passenger	No record.
Highest rate of fare per mile for any distance	No record.
Lowest rate of fare per mile for any distance	No record.
Average rate of fare per mile for all passengers	No record.

FREIGHT TRAFFIC.

Number of tons of through freight carried	30,484
Number of tons of local freight carried	13,739
Total tons of freight carried	44,223
Total freight mileage, or tons carried one mile	3,814,530
Average rate per ton per mile received for all freight	No record.
Average rate per ton per mile received from freight to and from other roads	No record.

CAR MILEAGE.

Number of miles run by loaded freight cars east, south, west and north	1,097,648
Number of miles run by empty freight cars east, south, west and north	484,633
Total freight car mileage	1,582,281
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	44
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	44

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	21
Rate of speed of freight trains, including stops, miles per hour	8.6

*TONNAGE OF ARTICLE TRANSPORTED.

Total tons carried	44,223

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company does the usual express business. Pays one and one-half first-class rates for freight, and half fare for messengers. Express company takes freight at the depot, loads, unloads, and cares for the same.

U. S MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? Service daily each way, except Sundays. Amount, $8,888.76 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? 81.5 miles.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Owned in connection with Western Union. 103 miles.

*This tonnage is for first six months 1883 only.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

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KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. December 21	Chas. Buckingham, brakeman	Pulaski	Uncoupling; coroner's verdict, accidental death.

INJURED.

1882. August 16	J. L. Ryan, brakeman	Viele	Knocked off train; company responsible.
November 14	David Wilkinson, brakeman	Moulton	Coupling; accidental.
December 2	Thomas Golden, brakeman	Mt. Sterling	Coupling; accidental.
December 14	Alex Hearn, brakeman	Moulton	Coupling; accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	Killed Employes.	Injured Employes.
Coupling cars	1	3
Overhead obstructions		1
Total	1	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
Number of persons injured during the year	4
Number of casualties purely accidental during the entire year	4
Number resulting from lack of caution, carelessness, or misconduct	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. T. Remey, Burlington, Iowa.
Vice-President—T. J. Potter, Chicago, Illinois.
Secretary and Treasurer—T. S. Howland, Burlington, Iowa.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—R. Law, Keokuk, Iowa.
Assistant Superintendent—C. M. Levey, Keokuk, Iowa.
Superintendent of Telegraph—W. E. Cunningham, Keokuk, Iowa.
Assistant Auditor—Howard Elliott, Keokuk, Iowa.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk, Iowa.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. T. Remey, Burlington Iowa.
T. S. Howland, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.
H. B. Ransom, Burlington, Iowa.

Date of annual meeting of stockholders, Wednesday after 4th Monday in April.

Fiscal year of company ends December 31st.

General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

I, Robert Law, General Superintendent of the Chicago, Burlington & Kansas City Railway Company, being duly sworn, depose and say that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and

affairs of said company on the thirtieth day of June, A. D. 1883, to the best of my knowledge and belief.

Signed. R. LAW,
General Superintendent.

Subscribed and sworn to before me, this 15th day of September, A. D. 1883.

PHIL. MEYLING,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 17th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE, 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 5,284,656.71	
Amount authorized by vote of the company	5,284,656.71	
Amount issued, number of shares 52,777 13.66; amount paid in		5,284,656.71
Amount of common stock issued; all common stock		
Stock of Tarkio Valley Railroad		237,000.00
Stock of Nodaway Valley Railroad		214,000.00
Total amount paid in as per books of the company		$ 5,735,656.71

Amount of stock per mile of road	$ 18,354.10
Amount of stock representing the road in Iowa	977,661.49
Amount of stock held in Iowa	68,775.00
Total number of stockholders	5,732
Number of stockholders in Iowa	75

DEBT.

Funded debt as follows:		
First mortgage bonds, due January 1, 1907, rate of interest, 7 per cent		$ 5,000,000.00
Interest paid on same during the year	$ 350,000.00	
Income bonds, due January 1, 1907, rate of interest not to exceed 6 per cent		674.51
Interest paid on same during the year	None.	
Old bonds due, outstanding rate of interest		500.00
Interest paid on same during the year	None.	
First mortgage bonds, due June 1, 1920, rate of interest, 7 per cent (Tarkio Valley Railroad Company)		408,000.00
Interest paid on same	$ 30,100.00	
First mortgage bonds, due June 1, 1920, rate of interest, 7 per cent (Nodaway Valley Railroad Company)		368,000.00
Interest paid on same	$ 27,160.00	
Total amount of funded debt		$ 5,777,174.51
Total amount of debt liabilities		$ 5,777,174.51
Amount of debt per mile of road	$ 18,486.95	
Total amount of stock and debt	11,512,831.22	
Amount of stock and debt per mile of road	36,841.05	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Cannot give details.

Total expended for construction		$ 10,791,446.89
Average cost of construction per mile of road (312½ miles)		$ 34,532.63
Proportion of cost of construction for Iowa		1,996,417.67

Purchase of other roads (specifying same) and all particulars:

St Joseph & Nebraska Railroad built in latter part of year 1882, from a point four miles south of Bigelow to the Missouri river (9 miles), opposite Rulo, Nebraska. Opened for traffic February 1, 1883. The Kansas City, St. Jo. & Council Bluffs Railroad built the road out of its surplus and in pay, taxes the stock and bonds of that company. Cost to date, $130,500.00.

COST OF EQUIPMENT.

Cannot state details.		
Total for equipment		$ 1,360,218.75
Average cost of equipment per mile of road operated by company (312½ miles)		4,352.70
Proportion of cost of equipment for Iowa		251,640.46
Total cost of road and equipment		$ 12,151,665.64
Average cost of road and equipment per mile (312½ miles)		$ 38,885.33
Proportion of cost of road and equipment for Iowa		2,248,058.13
Average cost of road and equipment per mile in Iowa (583.10) miles		38,560.17

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and new side tracks		$ 15,916.02
Bridging and masonry		36,338.19
Land, land damages, and fences; lands	$ 9,104.70	
Fencing	6,435.35	15,540.05
Passenger and freight stations, coal sheds, and water stations		1,372.41
Charges held in suspense for old construction of Missouri Valley Railroad charged off in 1882		69,243.17
	$	138,409.84
Less buildings sold and credited to this account		11,531.99
Total for construction		$ 126,877.85

EQUIPMENT.

Wrecking cars, pile drivers, machinery, and tools	$ 7,184.14
Total expenditures charged to property accounts	$ 134,061.99
Net addition to property account for the year	$ 134,061.99

GENERAL EXHIBIT.

Total earnings	$ 2,014,111,33
Total expenses, including taxes	1,187,606.06
Net earnings	826,505.27
Interest accruing during the year on bonds	404,197.50
Interest paid during the year on bonds	404,197.50
Dividends declared	None.
Balance for the year	422,307.77
Interest falling due during the year and not paid	None.
Balance at commencement of the year	574,342.90
Balance at the close of the year, June 30, 1883	1,036,488.00
Income from other sources than earnings	39,337.33
Total income from all sources for the year	$ 2,014,111.33

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$344,964.75	
From through passengers	168,406.63	
From all passengers		$ 513,371.38
From express and baggage		27,345.70
From mails		41,234.66
Total earnings, passenger department		$ 581,951.74
Earnings per train mile run (538,748 miles)	$ 1.08	
Earnings, freight:		
From local	$488.927.20	
From through	864,412.86	
Total earnings, freight department		$ 1,353,340.06
Earnings per train mile run (597,937 miles)	$ 2.26	
Total transportation earnings		$ 1,935,291.80
Earnings per train mile run, from all trains earning revenue (1,136,685 miles)	$ 1.70	
Earnings per mile of road operated (312½ miles)	6,192.93	
Proportion of earnings for Iowa		261,443.76
Rents received for use of road, and miscellaneous sources		78,819.53
Total income from all sources		$ 2,014,111.33
Proportion of income for Iowa	$269.325.71	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 159,200.97
Renewal of rails		67,160.13
Number tons laid, steel 2,142 152-2240.		
Number tons laid, iron, none.		
Renewal of ties		48,982.71
Number laid, 83,169.		
Repairs of bridges, including culverts and cattle-guards, credit	$ 3,077.49	
Repairs of fences, road-crossings, and signs		5,077.31
Repairs of buildings, stations, and water-tanks		28,371.92
Total		$ 305,715.55

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 72,031.37
Repairs of passenger cars	23,460.82
Repairs of freight cars	62,463.15
Total	157,955.34

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 73,926.40
Water supply	14,893.49
Oil and waste	4,252.14
Locomotive service	124,597.80
Passenger and freight train service and supplies	98,526.21
Mileage of freight cars (debit balance) rent of rolling stock	33,119.28
Telegraph expenses (maintenance and operating)	14,942.02
Damage and loss of freight and baggage	2,707.76
Damages to property and cattle	11,605.58
Personal injuries	4,087.38
Agents and station service and station supplies	197,570.74
Total	$ 580,228.80

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$ 76,549.60
Legal expenses	10,176.58
Rents	28,061.10
Insurance	3,506.21
Stationery and printing	5,866.36
Outside agencies and advertising	12,421.16
Contingencies	7,125.36
Taxes in Iowa and other States (see note *)	
Total	$ 143,706.37

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 305,715.55
Maintenance of motive power and cars		157,955.34
Conducting transportation		580,228.80
General expenses, including taxes		143,706.37
Total operating expenses and taxes		$ 1,187,606.06
Operating expenses and taxes per mile of road	$ 3,800.34	
Operating expenses and taxes per train mile run, for trains earning revenue (1,136,685 miles)	$ 1.04	
Proportion of operating expenses and taxes for Iowa		$ 221,749.83
Expenses of running and management of passenger trains		195,457.91
Expenses of running and management of passenger trains per train mile, cents	36 3.10	
Expenses of running and management of freight trains		297,836.90
Expenses of running and management of freight trains per train mile, cents	49 8.10	
Expenses of running and management of all trains earning revenue		493,294.81
Percentage of expenses to income	58 9-10	

* NOTE.—The taxes charged out last year were for 1882, being estimated and charged out in December, 1881, for the ensuing year; thus no charge is made to tax account for the current year.

GENERAL RECAPITULATION.

Total income		$ 2,014,111.33
Total operating expenses and taxes		1,187,606.06
Net income above operating expenses and taxes		826,505.27
Net income above operating expenses, taxes, interest, and rental		422,307.77
Gross income per train mile run (1,136,685 miles)	$ 1.77	
Net income per train mile run (1,136,685 miles	0.37	
Percentage of net income to stock and debt	0.36	
Percentage of net income to cost of road and equipment	0.34	
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.		

SURPLUS.

Surplus at the commencement of the year	$ 574,342.90
Surplus at the close of the year	1,036,488.00
The amount invested in railroad stocks	42,000.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Nodaway Valley Railroad, 200 shares, $100 each.	
Tarkio Valley Railroad, 220 shares, $100 each.	
Stock of Union Depot Companies	20,076.20
Stock of Union Stock Yards Company, St. Joseph	9,525.00
Stock of St. Joseph & Nebraska Railroad	130,500.00
Land purchased at St. Joseph for depot purposes	74,172.54
Amount absorbed in construction	538,409.00
Amount in material and balances from other roads	221,805.26

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$ 10,791,447.89
Equipment	1,360,218.75
Supplies on hand	93,006.26
Cash on hand	220,432.01
Real estate, St. Joseph	74.172.54
Stock of Union Depot Companies	20,076.20
Stock of Union Stock Yard Company	9,525.00
Stock of Nodaway Valley Railroad	20,000.00
Stock of Tarkio Valley Railroad	22,000.00
Bills receivable	31,050.00
Due from U. S. Government	12,204.78
Stock of St. Joseph & Nebraska Railroad	130,500.00
Miscellaneous balances	116,594.22
	$ 12,901,227.65

CREDIT.

Capital stock	$ 5,735,656.71
Bonded debt	5,777,174.51
Accrued interest	4,404.16
Unpaid vouchers	170,487.42
Unpaid coupons, payable	177,016.85
Income account (surplus)	1,036,488.00
	$ 12,901,227.65

DESCRIPTION OF ROAD.

Length of main line of road from Kansas City to Council Bluffs, miles	197.77
Length of main line of road in Iowa	52
Length of main line of road in Missouri	145.77
Branches owned by this company:	
Hopkins Branch, miles	50.24
East Atchinson Branch	1.17
East Nebraska City Branch	2.26
Tarkio Valley Branch	29.52
Nodaway Valley Branch	31.53
Total length of branches owned by this company	114.72
Total length of branches owned by this company in Iowa	6.35
Total length of branches owned by this company in Missouri	108.37
Total length of road belonging to this company	310.99

Aggregate length of sidings and other tracks not above enumerated	46.34
Same in Iowa	8.65
Aggregated length of track, computed as single track	357.32
Same in Iowa	67.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	42.00
Total length of iron rails in tracks in Iowa, exclusive of sidings	16.35
Weights per yard, steel, 52, 56, and 60 pounds.	
Weights per yard, iron, 52 pounds.	
Gauge of track, 4 ft. 8½ in.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each. H. & St. Jo. R. R. bridge, Harlem to Kansas City	1.50
Total length of above roads, Missouri	1.50
Total miles of road operated by this company	312.49
Total miles road operated by this company in Iowa	58.35

STATIONS.

Number of stations on all roads owned by this Company	51
Same in Iowa	11
Number of stations on all roads operated by this company	51
Same in Iowa	11
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, average	1,700
Same in Iowa, average	95
Amount paid employes, including officials, on all roads operated by this company	$ 808,922.09
Same in Iowa, (approximate)	50,000.00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges under 100 feet in length	2	80 feet each.
Wooden trestle and pile	32	2,100 feet.

BOX CULVERTS IN IOWA.

Timber—open pile culverts	6

CATTLE-GUARDS.

Number in Iowa	68

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year—pile bridge (feet B. M.)	10,000 feet.
Give the average number of years the trestle and pile bridges last on your road in Iowa. About nine years.	
Give the average number of years that wooden truss bridges last on your road in Iowa. About ten years.	

ROAD-BED AND TRACK.

Number of track sections in Iowa	10
Average length of sections, miles	5
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	8,317
Average number of new ties per mile of road	325
New rails laid in track during the year in Iowa—steel [540 560-2240 tons], miles	6.20
Total track laid with new rails during the year in Iowa, miles	6.20
What is the average number of years that iron rails last in your track on main line in Iowa. About ten years.	
What is the average number of years that iron rails last in your track on branches in Iowa? Cannot state; have only four and a fourth miles branches in Iowa.	
What is the average number of years that steel rails last in your track on main line in Iowa? We have steel which has been in ten years, and is in good condition.	
What is the average number of years that ties last in your track in Iowa? Oak ties last about eight years.	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality? Chicago, Burlington & Quincy Railroad, at Pacific Junction. Wabash, St. Louis & Pacific Railroad at Council Bluffs.	
Number of highway crossings at grade	36

FENCING IN IOWA.

How many miles of fencing have you on your road	26
What is the average cost per rod	$ 1.65
What is the total cost of same	14,077.00
How many miles of new fencing have you built during the year	None.
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Fremont county	11.7
In Mills county	12.8
In Pottawattamie county	1.5
Total miles	26

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	1	38	39
Number of passenger cars		20	20
Number of baggage, mail and express cars		11	11
Number of official cars		1	1
Number of box freight cars		775	775
Number of stock cars		22	22
Number of platform cars		166	166
Number of coal cars	None.		
Number of other cars (including 144 combination cars)		164	164
Total	1	1,159	1,159
Maximum weight of locomotives and tenders, 47 tons (tenders full of fuel and water)			
Average weight of locomotives, (and tenders) tons			44
Number of locomotives equipped with train brake			14
Kind of brake, Westinghouse air.			
Maximum weight of passenger cars, tons			19½
Average weight of passenger cars, tons			18
Number of cars equipped with train brake			38
Kind of brake, Westinghouse air.			
Number of passenger cars equipped with Miller platform and buffer			20
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 47 tons; tons			450

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE (WHOLE LINE).

Miles run by passenger trains during the year	538,748
Miles run by freight trains during the year	597,937
Miles run by switch trains during the year	349,407
Miles run by other trains during the year	113,300
Total train mileage	1,599,392

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3.7
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains	18.5
Average weight of freight trains, exclusive of freight, tons	214

PASSENGER TRAFFIC.

Number of through passengers carried	72,806
Number of local passengers carried	311,779
Total number of passengers carried	384,585
Total passenger mileage, or passengers carried one mile	16,746,318
Average distance traveled by each passenger, miles	43.54
Average amount received from each passenger	$ 1.33.4+2
Highest rate of fare per mile for any distance, cents	.04
Lowest rate of fare per mile for any distance, cents	.02
Average rate of fare per mile for all passengers, cents	.03.0655

FREIGHT TRAFFIC.

Number of tons of through freight carried	532,339
Number of tons of local freight carried	209,783
Total tons of freight carried	742,122
Total mileage of through freight (tons carried one mile)	51,881,895
Total mileage of local freight (tons carried one mile)	20,521,682
Total freight mileage, or tons carried one mile	72,403,571
Average rate per ton per mile received for through freight, cents	.01.67
Average rate per ton per mile received for local freight, cents.	.02.38
Average rate per ton per mile received for all freight, cents	.01.87
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	20.720

CAR MILEAGE.

Number of miles run by loaded freight cars east and south, west and north	7,022,498
Number of miles run by empty freight cars east and south, west and north	3,174,696
Total freight car mileage	10,197,194
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	31
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	31

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	24
Rate of speed of freight trains, including stops, miles per hour.	10+

TONNAGE OF ARTICLES TRANSPORTED.

	Tons.	Per Cent.
Grain	180,446	24.32
Flour	26,922	03.62
Provisions (beef, pork, lard, etc.)	8,879	01.20
Animals	88,640	11.94
Other agricultural products	19,632	02.65
Lumber and forest products	145,286	19.58
Coal	60,404	08.14
Plaster, lime, and cement	3,576	00.48
Salt	4,380	00.58
Petroleum and oil	1,332	00.18
Iron, steel, and castings	5,512	00.74
Stone and brick	5,892	00.79
Manufactures, articles shipped from point of production	10,320	01.40
Merchandise, and other articles not enumerated above	180,901	24.38
Total tons carried	742,122	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company pays a fixed sum for transporting within and up to a fixed limit of weights, and 1½ first class rates on excess. The railroad company does not handle or have anything to do with the express matter or rate thereon as charged by express company, but simply carries when placed in baggage car.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? None. Various cars belonging to individuals or corporations run over this road, and for the use of which we pay same mileage as to railroad companies, but give them no preference as to speed or order of transportation.

What amount have you paid other corporations, car loaning companies [stock companies], or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

Bain Wagon Company, Kenosha, Wisconsin	$ 6.10
Blue Line Transit Company, Rochester, New York	155.17
Erie & Pacific Despatch, Indianapolis, Indiana	25.45
Empire Line, Philadelphia, Pennsylvania	23.50
Fish Brothers, Chicago, Illinois	27.44
Great Western Despatch, Indianapolis, Indiana	7.71
Merchants' Despatch, New York, New York	112.75
Mitchell, Lewis & Co., Racine, Wisconsin	17.17
National Despatch, St. Albans, Vermont	36.56
Pfeiffer & Son, St. Joseph, Missouri	54.28
Pullman Palace Car Company, Chicago, Illinois	7,754.55
Red Line Transit Company, Buffalo, New York	94.56
Union Line, Pittsburg, Pennsylvania	46.38
Anderson Refrigerator Car Company, New York, New York	96.64
Erie & North Shore Despatch, Detroit, Michigan	27.03
J. J. Case & Co., Milwaukee, Wiscosin	18.91
St. Louis Refrigerator Car Company, St. Louis, Missouri	4.90
Canada Southern Line, Buffalo, New York	35.88
American Refrigerator Transit Company, St. Louis, Missouri.	11.21
G. W. Brown, Galesburg, Illinois	2.68
Grasselli Oil Company, Cleveland, Ohio	3.38
C. C. Comstock, St. Louis, Missouri	.84
Menosha Wooden Ware Company, Menosha, Wisconsin	66.37
Union Tank Line Company, New York, New York	.91
Standard Oil Company, New York, New York	5.36
Wabash & Erie Despatch, Detroit, Michigan	4.76
White Line Transit Company, Buffalo, New York	45.42
Racine Wagon Company, Racine, Wisconsin	9.58
Baldwin Locomotive Works, Philadelphia, Pennsylvania	4.95
Joliet Steel Company, Joliet, Illinois	.73
South Shore Line, Indianapolis, Indiana	.60
West Michigan Equipment Company, Holland, Michigan	.13

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? The Pullman Palace Car Co.'s sleepers run on our road. We pay that company same rate per mile as for a coach hired of any railroad company.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Pullman Palace Car Co. $7,754.55. The Pullman Palace Car Co. receives the earnings.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $150.48 per mile per annum for main line in Iowa, payable quarterly.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co. 312¼ miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
Novemebr 18	B. Johnson, crossing watchman.....	Council Bluffs.....	Climbed on tender for coal; fell off and was run over; purely accidental; verdict accordingly.
1883.			
May 1	P. Moore, tramp.....	Council Bluffs.....	Stealing ride on trucks; verdict, no blame attached to company.
April 8	Frank Uncles, brakeman.....	Hamburg.....	Unknown; supposed to have fallen from train while switching; verdict, accidental,

INJURED.

1882.			
July 25	W. N. Butz, brakeman.....	Pacific Junction.....	Uncoupling air brake; head bruised.
October 4	G. S. Luzzader, brakeman.....	Heutons.....	Climbing on way car; fell and bruised head.
October 7	J. Miller, switchman.....	Council Bluffs.....	Blocking engine wheel; finger pinched.
October 27	I. M. Murphy, conductor.....	Hamburg.....	Pushed car in by hand, and in making coupling got hand mashed.
1883.			
January 12	Jesse Gaut, brakeman.....	Hamburg.....	Coupling cars; hand pinched.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		INJURED.	
	Employes.	Others.	Employes.	Others.
Coupling cars	.....	.....	3	.....
Falling from trains	1	.....	.....	.....
Getting on and off trains	1	.....	.....	1
Miscellaneous	.....	.....	.....	1
Stealing rides	.....	1	.....	.....
Total	2	1	3	2

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year..... 3
Number of persons injured during the year..... 5
Number of casualties purely accidental during the entire year....All.
Number resulting from lack of caution, or misconduct.....None.
Number of persons killed or injured while intoxicated.....None.
Number of tramps or others stealing rides killed or injured..... 1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Henry Parkman, Boston, Mass.
Secretary—A. G. Stanwood, Boston, Mass.
Treasurer—E. E. Pratt, Boston, Mass.
General Manager— T. J. Potter, Chicago, Illinois.
General Superintendent—J. F. Barnard, St. Joseph, Mo.
Assistant Superintendent—D. H. Winton, St. Joseph, Mo.
Chief Engineer—C. C. Chandler, St. Joseph, Mo.
Superintendent of Telegraph—G. M. Hohl, St. Joseph Mo.
Auditor—C. M. Carter, St. Joseph, Mo.
General Passenger Agent—A. C. Dawes, St. Joseph, Mo.
General Freight Agent—E. J. Swords, St. Joseph, Mo.
Attorneys—Strong & Mosman, St. Joseph, Mo.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Henry Parkman, Boston, Mass.
E. E. Pratt, Boston, Mass.
W. J. Ladd, Boston, Mass.
A. G. Stanwood, Boston, Mass.
R. C. Watson, Boston, Mass.
N. H. Stone, Boston, Mass.
W. W. Baldwin, Burlington, Iowa.
J. F. Barnard, St. Joseph, Mo.
C. M. Carter, St. Joseph, Mo.

Date of annual meeting of stockholders, first Tuesday in March.

Fiscal year of company ends, December 31st.

General offices of the company are located at St. Joseph, Buchanan county, Missouri.

STATE OF MISSOURI, }
COUNTY OF BUCHANAN. } ss.

J. F. Barnard, General Superintendent, and C. M. Carter, Auditor, of the Kansas City, St. Joseph & Council Bluffs Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

J. F. BARNARD,
General Superintendent.
C. M. CARTER,
Auditor.

Subscribed and sworn to before me, this 12th day of September, A. D. 1883.
(My notarial commission will expire February 7, 1885.)

[SEAL.]

E. S. GOSNEY,
Notary Public.

Received and filed in the office of the Commissioners of Railroads. this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

SAINT LOUIS, KEOKUK & NORTHWESTERN

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association, common	$1,350,000.00	
And by vote of the company, preferred	1,350,000.00	
Amount issued, number of shares, 2,700; amount paid in		$ 2,700,000.00
Amount of common stock issued		1,350,000.00
Amount of preferred stock issued, and conditions of preferment		1,350,000.00
Preferred stock is entitled to a dividend of 7 per cent before any dividend can be declared on common stock.		
K. & N. W. capital stock		720,000.00
Total amount paid in as per books of the company		$ 3,420,000.00
Amount of stock per mile of road, St. L. K. & N. W.	$ 20,000.00	
K. & N. W.	15,000.00	
Amount of stock representing the road in Iowa, K. & N. W.	720,000.00	
St. L., K. & N. W.	2,286,900.00	
Amount of stock held in Iowa	All for K. & N. W.	
Total number of stockholders, St. L., K. & N. W.	25	
Total number of stockholders, K. & N. W.	60	
Number of stockholders in Iowa, St. L., K. & N. W.	4	
Total number of stockholders, K. & N. W.	60	

DEBT.

Funded debt as follows:		
First mortgage bonds due January 1, 1906, rate of interest 6 per cent,		$ 1,620,000.00
Interest paid on same during the year		
Income bonds due July 1, 1906, rate of interest 6 per cent		1,080,000.00
Interest paid on same during the year		
St. L., K. & N. W. bonds		2,700,000.00
K. & N. W. 1st mortgage bonds		480,000.00
Total amount of funded debt		$ 3,180,000.00
Floating debt:		
Due C., B. & Q. R. R.	$ 258,848.25	
Total amount of floating debt		$ 258,848.25
Total amount of debt liabilities		$ 3,438,848.25
Amount of debt per mile of road owned (175.5)	$ 19,594.00	
Total amount of stock and debt		$ 6,858,848.25
Amount of stock and debt per mile of road owned,	$ 39,081.75	

COST OF ROAD AND EQUIPMENT.

(No record.)

Total expended for construction		$ 6,404,989.11
Average cost of construction per mile of road (175.5) miles	$ 36,495.66	

COST OF EQUIPMENT.

Cannot separate.		
Total for equipment		$ 409,092.50
Average cost of equipment per mile of road operated by company (185.8 miles)	$ 2,201.78	
Proportion of cost of equipment for Iowa	No record.	
Total cost of road and equipment		$ 6,814,081.61
Average cost of road and equipment per mile (175.5 miles)	$ 38,826.67	
Proportion of cost of road and equipment for Iowa.	No record.	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

(No record.)

Total expenditures charged to property accounts for the year	Nothing.

GENERAL EXHIBIT.

Total earnings		$ 462,704.39
Total expenses, including taxes		443,129.93
Net earnings		19,574.46
Rentals, specifying amount paid to each company:		
Included in operating expenses	$ 10,186.81	
Total income from all sources for the year		$ 462,704.39

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 151,029.44
From express and baggage		11,967.77
From mails		19,839.86
From other sources, passenger department		1,734.56
Total earnings, passenger department		184,571.63
Earnings per train mile run	No record.	
Earnings, freight:		
Other sources, freight department		
Total earnings, freight department		$ 272,357.68
Earnings per train mile run	No record.	
Earnings per train mile run, from all trains earning revenue	No record.	
Earnings per mile of road operated (136.01 miles)	$ 3,401.98	
Proportion of earnings for Iowa	56,314.85	
Rents received for use of road and stations		5,697.88
Income from all other sources:		
Telegraph earnings		77.20
Total income from all sources		$ 462,704.39
Proportion of income for Iowa	$ 59,163.79	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track, renewal of rail and ties	$ 109,693.67
Repairs of bridges, including culverts and cattle-guards	32,622.10
Repairs of fences, road-crossings and signs	3,405.21
Repairs of buildings, stations and water-tanks	4,399.04
Total	$ 150,120.02

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	23,038.27
Repairs of passenger and freight cars		44,037.64
Total	$	67,075.91

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives (with locomotive service)		
Water supply	$	5,112.77
Oil and waste (distributed with other accounts)		
Locomotive service		70,487.70
Train service and supplies		31,192.34
Telegraph expenses (maintenance and operating)		7,783.44
Damage and loss of freight and baggage		3,458.79
Damages to property, cattle and personal injuries		14,132.86
Agents and station service, and supplies		47,366.33
Total	$	182,939.60

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	14,587.28
Legal expenses		3,648.04
Printing and advertising		2,020.01
Trackage, etc		10,186.81
Taxes in Iowa $ 2,273.13		
Taxes in other States 10,279.13 Total taxes		12,552.26
Total	$	42,994.40

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	150,120.02
Maintenance of motive power and cars		67,075.91
Conducting transportation		182,939.60
General expenses, including taxes		42,994.40
Total operating expenses and taxes	$	443,129.93

Operating expenses and taxes per mile of road	$ 3,258.07
Operating expenses and taxes per train mile run, for trains earning revenue	No record
Proportion of operating expenses and taxes for Iowa	$ 58,729.15
Expenses of running and management of all trains earning revenue	No record.
Percentage of expenses to income	95.77

GENERAL RECAPITULATION.

Total income	$	462,704.39
Total operating expenses and taxes		443,129.93
Net income above operating expenses and taxes		19,574.64
Net income above operating expenses, taxes, interest and rental		19,574.46

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$	6,404,969.11
Equipment		409,092.50
Materials		22,140.64
Agents and connecting lines, balance		8,432.46
Profit and loss and income account, balance		46,073.42
Cash on hand		42,203.61
	$	6,932,931.74

CREDIT.

Capital stock	$	3,420,000.00
Funded debt		3,180,000.00
Due C., B. & Q. R R.		258,848.25
Bills receivable and payable, balance		74,083.49
	$	6,932,931.74

DESCRIPTION OF ROAD.

Length main line of road from Keokuk, Iowa, to St. Peters, Missouri	136.01
Length main line of road in Iowa	3.02
Length main line of road in Missouri	130.91
Length main line of road in Illinois	2.08
Branches owned by this company in Iowa:	
K. & N. W. (leased) from Keokuk to Mt. Pleasant	49.80
Total length of road belonging to this company	177.44
Aggregate length of sidings and other tracks not above enumerated	14.48
Same in Iowa	3.39
Aggregate length of track, computed as single track, exclusive of sidings	185.81
Same in Iowa	52.82
Total length of steel rails in tracks in Iowa, exclusive of sidings	2.85
Total length of iron rails in tracks in Iowa	49.97
Weights per yard, steel, 56 and 66 pounds.	
Weights per yard, iron, 50 and 66 pounds.	
Gauge of track, 4 feet, 8½ inches.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each: Keokuk & Northwestern Railroad from Keokuk to Mt. Pleasant, Iowa	49.80
Total miles of road operated by this company	185.81
Total miles of road operated by this company in Iowa	52.82

STATIONS.

Number of stations on all roads owned by this company	32
Same in Iowa	1
Number of stations on all roads operated by this company	42
Same in Iowa	11
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	947*
Amount paid employes, including officials, on all roads operated by this company	$ 27,246.87*

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	8	1,020
Iron bridges over 100 feet in length	1	190
Wooden truss bridges under 100 feet in length (bridges, 2, 3 and 4)	3	118
Wooden trestle and pile		6,638

BOX CULVERTS IN IOWA.

Timber	49
Stone	6

CATTLE GUARDS.

Number of in Iowa	156

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M)	23,888
Amount of trestle work replaced with earth during the year (lineal feet)	206

*For month of June alone.

ROAD-BED AND TRACK.

Number of track sections in Iowa	9
Average length of sections	5.87 miles
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	6,174
Average number of new ties per mile of road	117

What is the average number of years that iron rails last in your track on main line in Iowa? Ten.

What is the average number of years that iron rails last in your track on branches in Iowa? Ten.

What is the average number of years that steel rails last in your track on main line in Iowa? Twelve.

What is the average number of years that ties last in your track in Iowa? Eight.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Burlington & Kansas City Railway, at Donnellson, Iowa.
Chicago, Rock Island & Pacific Railway, at Keokuk, Iowa.

What railroads cross your road, either over or under, and at what locality?
Ft. Madison & Northwestern Railway cross under, near Hamill, Iowa.

Number of highway crossings at grade	53
Number of highway crossings over railroad	1
Number of highway crossings under railroad	4

FENCING IN IOWA.

How many miles of fencing have you on your road	30.40
What is the average cost per rod	$ .90
What is the total cost of same	$ 8,755.20
How many miles of new fencing have you built during the year.	4.80

Give the number of miles needed on both sides of your track in each county in Iowa. No record.

ROLLING STOCK.

Number of locomotives	13
Number of passenger cars,	9
Number of smoking cars	2
Number of baggage, mail and express cars	6
Number of box freight cars	221
Number of stock cars	63
Number of platform cars	52
Number of coal cars	12
Number of other cars (12 way cars and 1 tool car)	13
Total cars	378

Maximum weight of locomotives and tenders, tons	50
Average weight of locomotives and tender, tons	45
Number of locomotives equipped with train brake	6
Kind of brake, Westinghouse air-brake.	
Maximum weight of passenger cars, tons	14
Average weight of passenger cars	12
Number of cars equipped with train brake	All.
Kind of brake, automatic.	
Number of passenger cars equipped with Miller and buffer	17
The amount of tonnage that can be carried over your road exclusive of cars by an engine of given weight. Weight of engine 50 tons, 450 tons. (Estimate.)	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	201,680
Miles run by freight trains during the year	177,390
Miles run by switching trains during the year	18,250
Miles run by other trains during the year	74,340
Total train mileage	471,660

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains (for year)	3.41
Average weight of passenger trains, exclusive of passengers, tons	88
Average number of cars in freight trains	No record.

PASSENGER TRAFFIC.

Number of through passengers carried	Cannot separate.
Number of local passengers carried	
Number of special ticket passengers carried	
Total number of passengers carried	
Total passenger mileage, or passengers carried one mile	Cannot separate.
Average distance traveled by each passenger	
Average amount received from each passenger	
Highest rate of fare per mile for any distance	
Lowest rate of fare per mile for any distance	
Average rate of fare per mile for all passengers	

FREIGHT TRAFFIC.

Number of tons of through freight carried	75,233
Number of tons of local freight carried	30,856
Total tons of freight carried	106,089
Total freight mileage, or tons carried one mile	9,095,248
Average rate per ton per mile received for through freight	No record.
Average rate per ton per mile received for local freight	
Average rate per ton per mile received for all freight	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	2,002,633
Number of miles run by loaded freight cars west and north	
Number of miles run by empty freight cars west and south	620,896
Number of miles run by empty freight cars east and north	
Total freight car mileage	2,623,529
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	31
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	20
Rate of speed of freight trains, including stops, miles	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried	106,089

This tonnage is for first six months of 1883 only.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The United States Express Company; $50 per working day; Limited to 4,000 pounds through freight daily. Express freight matter taken at train.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furn-

ished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? No transportation companies have special arrangements with this railway company, or run their cars over its lines except on the same basis.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Woodruff sleeping cars run each way nightly. Railroad company receives 25 per cent of net earnings, less 6 per cent interest on one-fourth cost of coaches. Fare in car, $1.50 per double berth. Pullman cars run each way daily. Fare, $2.00 per double berth.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $101.25 per mile per annum. $19,001.81.

What amount have you paid for receiving and delivering mail to and from stations on your road? The cost is included in "station service."

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Owned and operated with Western Union Telegraph Co.; 216 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883.			
January 13	Perry Scott	Donnellson	Coupling; pure carelessness; not an employe.
February 20	D. Curtis, brakeman	Salem	Coupling; carelessness and accidental.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.	
	Employes.	Others.
Coupling cars	1	1
Total	1	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons injured during the year	2
Number resulting from lack of caution, carelessness, or misconduct	1
Number of trespassers on track killed or injured	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. W. Baldwin, Burlington, Iowa.
Vice-President—T. J. Potter, Chicago, Illinois.
Secretary—Howard Elliott, Keokuk, Iowa.
Treasurer—J. C. Peasley, Chicago, Illinois.
General Manager—T. J. Potter, Chicago, Illinois.
General Superintendent—R. Law, Keokuk, Iowa.
Assistant Superintendent—C. M. Levey, Keokuk, Iowa.
Superintendent of Telegraph—W. E. Cunningham, Keokuk, Iowa.
Assistant Auditor—Howard Elliott, Keokuk, Iowa.
General Passenger and Freight Agent—J. H. Best, Jr., Keokuk.
Attorney—H. H. Trimble, Keokuk, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.
J. H. Anderson, Keokuk, Iowa.
H. B. Scott, Burlington, Iowa.
J. W. Blythe, Burlington, Iowa.
W. W. Baldwin, Burlington, Iowa.

Date of annual meeting of stockholders, first Wednesday of December in each year.

Fiscal year of company ends December 31st.

General offices of the company are located at Keokuk, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LEE. }

Robert Law, General Superintendent of the St. Louis, Keokuk and Northwestern Railway Company, being duly sworn, depose and say that they

have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) R. LAW,

[R. R. SEAL.] *General Sup't St. L., K. & N. W. R'y Co.*

Subscribed and sworn to before me, this 15th day of September, A. D. 1883.

PHIL. MEYLING,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 17th day of September, A D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, MILWAUKEE & ST. PAUL

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association.....		
Amount issued, number of shares, 444,452.44; amount paid in..		$ 44,445,244.00
Amount of common stock issued.....		27,904,261.00
Amount of preferred stock issued.....		16,540,983.00
Conditions of preferment:		
Preferred stock is entitled to 7 per cent dividend, if earned, to the exclusion of common stock; but common stock is entitled to 7 per cent before preferred can have more. After that, no preference.		
Total amount paid in as per books of the company.....		44,445,244.00
Amount of stock per mile of road.....	$ 9,846.00	
Amount of stock representing the road in Iowa (on basis of miles of road).....	12,996,837.00	
Amount of stock held in Iowa.....	1,400.00	
Total number of stockholders.....	1,269	
Number of stockholders in Iowa.....	2	

NOTE—For answers to questions 1 and 2, on this page; 1 to 15, inclusive, on page —, and 16 to 28, inclusive, on page —, we state that the present company was organized in 1863 and comprises various lines of road which had been built by other companies, the records of which are not all in our possession. On which account it is impossible to give the information desired.

DEBT.

Funded debt as follows:

NAME OF BONDS.	When issued.	When due.	INTEREST. Rate.	INTEREST. When payable.	Amount.
Consolidated	1875	1905	7	January and July	$ 10,868,000
Consolidated, old issue	1874	1904	7	January and July	215,000
La Crosse Division	1863	1893	7	January and July	5,279,000
Iowa & Minnesota Division	1867	1897	7	January and July	3,201,000
Prairie du Chien Division, first mortgage	1868	1898	8	February and August	3,674,000
Prairie du Chien Division, second mortgage,	1868	1898	7,3	February and August	1,241,000
Chicago & Milwaukee Division	1873	1903	7	January and July	2,393,000
St. Paul (or River) Division	1872	1902	7	January and July	3,804,500
Iowa & Dakota Division	1869	1899	7	January and July	541,000
Iowa & Dakota Division extension	1878	1908	7	January and July	3,505,000
Hastings & Dakota Division	1872	1902	7	January and July	89,000
Hastings & Dakota Division extension	1880	1910	7	January and July	5,290,000
Southwestern Division	1879	1909	6	January and July	4,000,000
La Crosse & Davenport Division	1879	1919	5	January and July	2,500,000
Chicago & Pacific Division	1880	1910	6	January and July	3,000,000
Chicago & Pacific Western Division	1881	1921	5	January and July	14,375,000
Southern Minnesota Division	1880	1910	6	January and July	7,432,000
Mineral Point Division	1880	1910	5	January and July	2,840,000
Dubuque Division	1880	1920	6	January and July	6,710,000
Wisconsin Valley Division	1880	1920	6	January and July	1,700,000
Wisconsin & Minnesota Division	1881	1921	5	January and July	3,335,000
Chicago & Lake Superior Division	1881	1921	5	January and July	1,360,000
Second mortgage	1864	1884	7	April and October	387,000
Minnesota Central	1864	1894	7	January and July	123,000
Milwaukee & Western	1861	1891	7	January and July	215,000
Land Grant Income	1880	1890	7	January and July	278,000
Land Grant Income second series	1883	1890	7	January and July	1,600,000
Wisconsin Valley Railroad	1879	19 9	7	January and July	1,106,500
Oshkosh & Mississippi River Railway	1871	1891	8	January and July	35,000
Total					$ 91,097,000

Total amount of funded debt	**$ 91,097,000.00**
Total amount of floating debt, in excess of assets	**698,720.29**
Total amount of debt liabilities	**$91,795,720.29**
Amount of debt per mile of road	**$ 20,336.00**
Total amount of stock and debt	**$136,240,964.29**
Amount of stock and debt per mile of road	**$ 30,182.00**

COST OF ROAD AND EQUIPMENT.

See preceding note on page 235.

Proportion of cost of road and equipment for Iowa	**$ 40,891,525.93**
Average cost of road and equipment per mile in Iowa	**30,978.00**

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry		$ 85,361.61
Land, land damages, and fences		193,293.21
Passenger and freight stations, coal sheds, and water stations		377,369.46
Engine houses, car sheds, turntables, machine shops, including machinery and tools		625,344.25
Purchase of other roads (specifying same), and all particulars		5,424,270.48
Construction: extension of road		4,590,381.13
Side tracks		295,663.46
Total for construction		$ 11,591,683.60

EQUIPMENT.

Locomotives, 52		$ 618,128.33
Passenger, mail, baggage and express cars, part cost, 58		223,661.17
Parlor, dining, and sleeping cars, 6		66,000.00
Freight and other cars, 1,302		759,569.62
Wrecking cars, pile drivers, and tools		5,554.96
Total for equipment		$ 1,672,909.08
Total expenditures charged to property accounts		$ 13,264,592.68
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Steamer sold	$ 2,500.00	
Real estate sold	4,030.00	—$ 6,530.00
Net addition to property account for the year		$ 13,258,062.68

GENERAL EXHIBIT.

Total earnings	$ 21,938,434.07
Total expenses, including taxes	13,323,984.83
Net earnings	8,614,440.24
Interest accruing during the year	5,070,512.03
Interest paid during the year	5,039,445.03
Interest paid on funded debt	5,039,445.03
Dividends declared (7 per cent)	2,795,152.08
Dividends declared (10 per cent, stock)	3,550,974.00
Balance at commencement of the year	5,831,974.02
Balance at the close of the year, June 30, 1883	3,595,663.01
Income from other sources than earnings	534,810.86
Total income from all sources for the year	$ 22,473,244.93

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 4,580,551.23	
From through passengers	1,057,680.91	
From all passengers		$ 5,588,232.14
From express and baggage		402,850.48
From mails		427,031.92
From other sources, passenger department		166,649.30
Total earnings, passenger department		$ 6,584,763.84
Passenger earnings per train mile run (4,879,612 miles)	$1.35	
Earnings, freight:		
From local	$ 14,145,126.62	
From through	1,006,115.68	
Total earnings, freight department		$ 15,151,242.80
Freight earnings per train mile run (8,929,255 miles)	$1.70	
Total transportation earnings		21,736,006.14
Earnings per train mile run, from all trains earning revenue (13,808,867 miles)	$ 1.59	
Earnings per mile of road operated (*4,434 miles)	4,947.77	
Proportion of earnings for Iowa	4,721,144.34	
Rents received		12,082.52
Income from all other sources:		
Elevator earnings	$ 113,982.05	
Telegraph earnings	11,577.06	
Stock yards	64,786.30	190,345.41
Total earnings from all sources		$ 21,938,434.07
Proportion of income for Iowa	$ 4,721,144.34	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track, renewal of rails and ties	$ 2,067,033.58
No. tons rails laid, steel, 7,146 in Iowa.	
No. tons rails laid, iron, 1,193 in Iowa.	
No. ties laid, 430,546 in Iowa.	
Repairs of bridges, including culverts and cattle-guards	314,761.28
Repairs of fences, road-crossings and signs	72,213.41
Repairs of buildings, stations and water tanks	224,136.09
Total	$ 2,678,144.36

* Average miles of road in operation for the year.

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 896,966.41
Repairs of passenger and freight cars		1,327,654.56
Total		$ 2,224,620.97

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 1,811,079.09
Water supply (included in other accounts)		
Oil and waste		244,656.45
Locomotive service		1,305,030.08
Train service, all trains		929,892.58
Passenger train supplies (included in train and station supplies)		
Freight train supplies (included in train and station supplies)		
Damage and loss of freight and baggage		40,915.02
Damages to property and cattle		49,873.25
Personal injuries		125,196.05
Agents and station service		1,816,374.32
Station supplies (included in train and station supplies)		
Total		$ 6,323,016.84

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 410,137.03
Legal expenses			64,832.89
Insurance			78,406.02
Stationery and printing (train and station supplies)			389,871.54
Outside agencies and advertising			218,497.64
Contingencies			324,808.50
Taxes in Iowa	$ 83,872.41		
Taxes in other States	527,776.63	Total taxes	$ 611,649.04
Total			$ 2,098,202.66

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 2,678,144.36
Maintenance of motive power and cars		2,224,620.97
Conducting transportation		6,323,016.84
General expenses, including taxes		2,098,202.66
Total operating expenses and taxes		$ 13,323,984.83
Operating expenses and taxes per mile of road	$ 3,004.96	
Operating expenses and taxes per train mile run, for trains earning revenue (13,808,867 miles)	$ 0.96	
Proportion of operating expenses and taxes for Iowa		$ 3,478,550.27
Percentage of expenses to income	61	

GENERAL RECAPITULATION.

Total income	$ 22,473,244.93
Total operating expenses and taxes	13,323,984.83
Net income above operating expenses and taxes	9,149,260.10
Net income above operating expenses, taxes, interest and rentals	4,109,815.07
Gross income per train mile run (19,686,715 miles)	$ 1.14
Net income per train mile run (19,686,715 miles)	0.47
Percentage of net income to stock and debt	6.72
Percentage of net income to cost of road and equipment	6.54

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 5,831,974.02
Surplus at the close of the year	3,595,663.01
Amount absorbed in construction	3,595,663.01

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction and purchase of road, and equipment		$ 139,836,627.30
St. Paul & Duluth Railroad stock	$ 716,480.00	
Minneapolis Eastern Railway	108,300.05	
Milwaukee Land Company	74,695.76	
Illinois & Iowa Coal Mines	640,657.16	
St. Paul Depot & Elevator Co.'s	72,606.00	
Council Bluffs Elevator Company	41,666.67	
Other investments	10,700.00	
		1,665,105.64
Cash		239,576.19
Bills receivable		1,399,722.88
Due from agents and companies		408,811.13
Materials and supplies		1,753,816.84
Total		$145,303,659.98

CREDIT.

Capital stock, preferred	$	16,540,983.00
Capital stock, common		27,904,261.00
Funded debt		91,097,000.00
Dividends and interest unclaimed		69,561.48
Notes payable		1,937,738.83
Vouchers and accounts (current)		2,282,871.13
Land department		1,795,085.69
Other liabilities (miscellaneous accounts)		80,995.84
Income account		3,595,663.01
Total	$	145,303,659.98

DESCRIPTION OF ROAD.

Length of main line of road in Iowa	1,319.66
Length of main line of road in Illinois	310.68
Length of main line of road in Wisconsin	1,177.74
Length of main line of road in Minnesota	1,057.72
Length of main line of road in Dakota	648.42

Roads owned by this company:

ROADS.	Total length.	Length in Iowa.
From Milwaukee to Western Avenue, Chicago	82.20	
P. C. & St. Louis Junction to Mil. Av., Chicago.	.40	
Libertyville Junction to Libertyville	3.00	
Chicago to Lanark Junction	115.68	
Lanark Junction to Savanna	21.43	
Savanna to Sabula	2.74	.20
Sabula to Marion	86.50	86.50
Marion to Council Bluffs	262.49	262.49
Galewood to Dunning	2.67	
Marion to Cedar Rapids	6.00	6.00
Racine to Lanark Junction	119.60	
Savanna to Port Byron Junction	48.47	
Eagle to Elkhorn	16.50	
Watertown to Hampton Mines	4.25	
Rockton to Rockford	15.06	
Davenport to Jackson Junction	150.60	150.60
Eldridge to Maquoketa	32.36	32.30
Farley to Paralta	43.60	43.60
Milwaukee to Prairie du Chien	194.40	
Mazomanie to Prairie du Chien	10.40	
Lone Rock to Richland Center	16.00	
Stock Yards Milwaukee, to Prairie du C. Jun.	.66	
Milton to Shullsburg	76.40	
Janesville to Beloit Junction	13.84	
Broadhead to Albany	7.15	
Warren to Mineral Point	32.75	

ROADS.	Total length.	Length in Iowa.
From Calamine to Plattville	18.00	.....
Milwaukee to La Crosse	196.39	.....
Madison to Portage	39.00	.....
Watertown Junction to Madison	36.55	.....
Lisbon to Necedah	12.86	.....
Viroqua Junction to Viroqua	32.20	.....
La Crosse Levee	.75	.....
North La Crosse to Bridge Junction	1.98	.....
Tomah to Merrill	108.53	.....
North Milwaukee to Portage	95.08	.....
Horicon to Berlin	42.30	.....
Rush Lake to Winneconne	14.80	.....
Beaver Dam Loop	2.10	.....
Spring St. Junction to Schwartzburg	5.34	.....
Ripon to Oshkosh	20.00	.....
Brandon to Markeson	11.49	.....
Clinton to Elk River Junction	10.00	10.00
Sabula Junction to La Crescent	161.55	136.65
Turkey River Junction to West Union	57.68	57.68
Bellevue to Cascade	35.59	35.59
Waukon Junction to Waukon	22.80	22.80
Caledonia Junction to Preston	57.50	.....
Bridge Junction to St. Paul	128.51	.....
St. Paul to St. Paul Junction	5.61	.....
St. Paul to Short Line Junction	8.30	.....
St. Croix Junction to Stillwater	24.90	.....
Wabasha to Zumbrota	59.00	.....
Wabasha to Eau Claire	49.87	.....
Red Cedar Junction to Cedar Falls	20.67	.....
McGregor to Minneapolis	215.42	84.88
Conover to Decorah	8.77	8.77
Beulah Junction to Stulta	14.40	14.40
Cannon Junction to Northfield	31.98	.....
Calmar to Chamberlain	399.20	249.28
Mason City to Austin	39.33	27.96
Emmettsburg to Estherville	22.40	22.40
Spencer to Okoboji	17.30	17.30
Marion Junction to Running Water	62.31	.....
Mitchell to Letcher	14.00	.....
Sioux City to Yankton	61.30	5.78
Yankton to Scotland	27.20	.....
Rock Valley to Eden	9.39	8.99
Elk Point to Sioux Falls	69.70	33.49
Bridge Switch to Howard	357.70	.....
Sioux Falls Junction to Sioux Falls	32.65	.....
Wells to Mankato	40.00	.....
Hastings to Ortonville	202.10	.....
Ortonville to Aberdeen	109.00	.....
Ashton to Ellendale and north	72.60	.....
Milbank to end of track	32.30	.....
Minneapolis to Benton	28.90	.....
Ottumwa Line	2.00	2.00

Total length of road belonging to this company	4,514.22
Aggregate length of sidings and other tracks not above enumerated	676.13
Same in Iowa	158.09
Aggregate length of track, computed as single track, exclusive of sidings	4,514.22
Same in Iowa	1,319.66
Total length of steel rails in tracks in Iowa, exclusive of sidings	559.80
Total length of iron rails in tracks in Iowa, exclusive of sidings	759.86
Weights per yard, steel, 56 to 67 pounds.	
Weights per yard, iron, 35 to 60 pounds.	
Gauge of track, standard, 4 feet 8½ inches.	
Gauge of track, narrow, 3 feet.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
*Oshkosh & Mississippi River Railway Wisconsin, Ripon to Oshkosh, length, miles (included in statement on page 242)	20
If any part of the road was first opened for operation during the past year, state the date:	
Opened November 15, 1882, Spencer to Okoboji	17.30
December 18, 1882, Wadena to West Union	13.60
(Not in operation), Ottumwa line	2.00
Total miles of road operated by this company	4,514.22
Total miles of road operated by this company in Iowa	1,319.66

STATIONS.

(NOT INCLUDING FLAG STATIONS).

Number of stations on all roads owned by this company	681
Same in Iowa	184
Number of stations on all roads operated by this company	635
Same in Iowa	184
Number of telegraph offices in stations in Iowa	180

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	21,268
Same in Iowa	4,616
Amount paid employes, including officials, on all roads operated by this company, (year ending June 30, 1883)	$12,196,595.73
Same in Iowa	2,617,517.45

*This road is operated under lease, but the bonds are owned substantially by the Chicago, Milwaukee & St. Paul Railway company.

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	49	7,111
Combination bridges over 100 feet in length	18	2,488
Iron bridges over 100 feet in length	2	345
Wooden truss bridges under 100 feet in length	70	4,438
Combination bridges under 100 feet in length	3	240
Iron bridges under 100 feet in length	2	158
Wooden trestle and pile	1,566	164,752

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	
Less than 20 feet opening	19

BOX CULVERTS IN IOWA.

Timber	878
Stone	122

CATTLE GUARDS.

Number in Iowa, say	1,428

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	Cannot state.

ROAD-BED AND TRACK.

Number of track sections in Iowa	220
Average length of sections, miles	6
Average number of men in each section gang	5.6
Number of new ties laid in track during the year in Iowa	430,546
Average number of new ties per mile of road	326
New rails laid in track during the year in Iowa—iron (1,193 tons)	
New rails laid in track during the year in Iowa—steel (7,146 tons),	
Total track laid with new rails during the year in Iowa, miles	93.6

What is the average number of years that iron rails last in your track on main line in Iowa? From four to six years.

What is the average number of years that iron rails last in your track on branches in Iowa? From seven to ten years.

What is the average number of years that steel rails last in your track on main line in Iowa? From eight to ten years.

What is the average number of years that ties last in your track in Iowa? From six to eight years.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & Northwestern Railway, at Clinton, Lyons, Tama City, Huxley, Wheatland, De Witt, Delmar Junction, Center Junction, Council Bluffs, Hawarden.

Central Iowa Railway, at State Center Junction, Mason City.

Des Moines & Fort Dodge Railroad, at Perry.

Wabash, St. Louis & Pacific Railroad, at Jamaica.

Chicago, Rock Island & Pacific Railway, at Neola, Council Bluffs.

Burlington, Cedar Rapids & Northern Railway, at Donnan, Nora Junction, Emmetsburg, Plymouth.

Illinois Central Railroad, at Dubuque, Charles City.

Minneapolis & St. Louis Railroad, at Britt.

Chicago, St. Paul, Minneapolis & Omaha Railroad, at Sheldon.

What railroads cross your road, either over or under, and at what locality?

Chicago & Northwestern R. R. at Manning, Algona, Center Junction.

Central Iowa R. R. at Pickering.

St. Louis, Des Moines & Northern R. R. at Madrid.

Illinois Central R. R. at Delaware.

Burlington, Cedar Rapids & Northern R. R. two between Louisa and Covington.

FENCING IN IOWA.

How many miles of fencing have you on your road?

Cannot state at this time.

ROLLING STOCK.

Number of locomotives	631
Number of passenger cars	247
Number of combination cars	5
Number of baggage, mail, and express cars	184
Number of parlor and sleeping cars	42
Number of dining cars	6
Number of box freight cars	11,646
Number of stock cars	2,356
Number of platform and coal cars	4,132
Number of other cars	385
Total cars	19,003
Maximum weight of locomotives and tenders, (tenders empty) tons	67
Average weight of locomotives and tenders, (tenders empty), tons	43
Number of locomotives equipped with train-brake	153

Kind of brake, air-brake.

Maximum weight of passenger cars, tons	26
Average weight of passenger cars, tons	23
Number of cars equipped with train-brake	441
Kind of brake, air-brake.	
Number of passenger cars equipped with Miller platform and buffer	441
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Cannot state.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	4,879,612
Miles run by freight trains during the year	8,929,255
Miles run by switching trains during the year	3,991,440
Miles run by other trains during the year	1,886,408
Total train mileage	19,686,715

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	5
Average weight of passenger trains, exclusive of passengers, tons	115
Average number of cars in freight trains	22
Average weight of freight trains, exclusive of freight, tons	242

PASSENGER TRAFFIC.

Number of through passengers carried	213,899
Number of local and special ticket passengers carried	4,027,739
Total number of passengers carried	4,241,638
Total passenger mileage, or passengers carried one mile	222,382,326
Average distance traveled by each passenger, miles	52 4-10
Average amount received from each passenger	$ 1.31.85
Highest rate of fare per mile for any distance	.04.00
Lowest rate of fare per mile for any distance	.01.25
Average rate of fare per mile for all passengers, cents	2.51

FREIGHT TRAFFIC.

Number of tons of through freight carried	465,419
Number of tons of local freight carried	4,868,038
Total tons of freight carried	5,333,457
Total mileage of through freight (tons carried one mile)	108,003,356
Total mileage of local freight (tons carried one mile)	954,421,627
Total freight mileage, or tons carried one mile	1,062,424,983

Average rate per ton per mile received for through freight, cents	.93
Average rate per ton per mile received for local freight, cents.	1.48
Average rate per ton per mile received for all freight, cents...	1.43
Average rate per ton per mile received from freight to and from other roads, cents	.93
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa: We have no records which would enable us to answer this question.	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south...	53,808,527
Number of miles run by loaded freight cars west and north..	76,105,278
Number of miles run by empty freight cars east and south...	38,064,061
Number of miles run by empty freight cars west and north..	16,677,291
Total freight car mileage	184,655,157
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	.41
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	.18

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	21
Rate of speed of freight trains, including stops	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	997,053	18.688
Flour	335,773	6.286
Provisions (beef, pork, lard, etc.)	43,768	.823
Animals	360,069	6.750
Other agricultural products	159,098	3
Lumber and forest products	921,880	17.281
Coal	558,554	10.485
Plaster, lime and cement	36,837	.690
Salt	44,427	.833
Iron, steel, and castings	193,603	3.632
Stone and brick	288,097	5.400
Manufactures—articles shipped from point of production...	121,720	2.283
Merchandise, and other articles not enumerated above	1,272,578	23.849
Total tons carried	5,333,457	100

TONNAGE OF ARTICLES FORWARDED FROM STATIONS WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	234,342	25.585
Flour	8,930	.975
Provisions (beef, pork, lard, etc.)	10,371	1.132
Animals	129,951	14.188
Other agricultural products	48,521	5.297
Lumber and forest products	91,229	9.960
Coal	59,417	6.487
Plaster, lime, and cement	1,040	.113
Salt	606	.066
Stone and brick	73,422	8.015
Iron, steel, and castings	21,367	2.332
Manufactures—articles shipped from point of production	6,499	.708
Merchandise, and other articles not enumerated above	230,288	25.141
Total tons carried	915,983	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE, AT SABULA, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound, number of tons	310,947
East bound, number of tons	257,698
Total tons	568,645

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE, AT McGREGOR, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	134,120
West bound number of tons	164,682
Total tons	298,802

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company and United States Express Company; doing a general express business; freights taken from express companies at depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs

of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? All fast freight lines doing business between eastern and northwestern points run over Chicago, Milwaukee & St. Paul Company's lines, but no contract or special arrangement exists whereby different rates from those charged the general public are made on freight secured by such fast freight lines.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company and amount paid to each?

NAMES.	Location.	Amount.
Ames Transportation Co	Chicago	$ 378.91
Anderson Refrigerator Line	New York	1,213.75
American Refrigerator Line	St. Louis	960.51
M. H. Arnot & Co	Elmira, N. Y	2.71
Armour & Co	Chicago	67.00
Barclay Coal and Mining Co	Springfield, Ill	4.99
Chicago & Wilmington Coal Co	Chicago	137.42
C. C. Comstock	Grand Rapids, Mich.	69.97
J. I. Case & Co	Racine, Wis	282.48
Eureka Coal Co	Chicago	57.60
Ellsworth & Co	Chicago	2,389.12
Fairbanks, Canning & Co	Chicago	9.09
Fish Bros. & Co	Racine, Wis	37.46
Joliet Steel Co	Chicago	1,833.90
Mitchell Lewis Co	Racine, Wis	119.80
Mazeppa Milling Co	Mazeppa, Minn	2,657.72
Menasha Wooden Ware Co	Chicago, Ill	283.98
Northwestern Fuel Co	St. Paul, Minn	1,505.62
Racine Wagon and Carriage Co	Racine, Wis	41.13
Rend & Co	Chicago	71.45
Streator Coal Co	Streator, Ill	21.53
St. Louis Refrigerator Co	St. Louis	41.72
Texas Continental Transportation Co	New Orleans	12.56
Tiffany Refrigerator Co	Chicago	1.46
Wilmington Coal Mining and M. Co	Chicago	7.44

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by the Pullman Palace Car Co., who make their own regular charges for accommodations therein. Dining cars are run by the Chicago, Milwaukee & St. Paul R'y Co.; rate, 75 cents per meal. Parlor cars are run by the Chicago, Milwaukee & St. Paul R'y Co.; rates are as follows: For 50 miles and under, 25 cents; from 50 to 85 miles, 35 cents.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service?
Illinois line to Marion, $52.16 per mile per annum.
Marion to Council Bluffs, rate of pay not yet fixed.
Farley to Cedar Rapids, $54.72 per mile per annum.
Davenport to Calmar, $52.16 per mile per annum.
Davenport to Maquoketa, $42.75 per mile per annum.
Clinton to Minnesota line, $70 97 per mile per annum.
Turkey River Junction to Wadena, $42.75 per mile per annum.
Wadena to West Union, rate of pay not yet fixed.
Bellevue to Cascade, $42.75 per mile per annum.
Waukon Junction to Waukon, $42.75 per mile per annum.
McGregor to Minnesota line, $93.20 per mile per annum.
Conover to Decorah, $52.16 per mile per annum.
Buelah Junction to Stulta, $42.75 per mile per annum.
Calmar to Sheldon, $56.78 per mile per annum.
Sheldon to Pattersonville, $70.97 per mile per annum.
Pattersonville to Dakota line, $64.13 per mile per annum.
Mason City to Minnesota line, $65.84 per mile per annum.
Emmetsburg to Estherville, rate of pay not yet fixed.
Spencer to Okoboji, rate of pay not yet fixed.
Sioux City to Yankton, $64.98 per mile per annum.
Sioux City to Sioux Falls, $65.84 per mile per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $13,563.89.

TELEGRAPH.

How many miles of telegraph are owned by your company? 708.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company; 3,806 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from Congressional grants	328,799.89
State the number of acres yet to inure to your company from Congressional grants: About 10,000 (not including 180,000 acres involved in suits with the Sioux City & St. Paul R'y Co.)	
State the average price at which these lands have been sold or contracted by the company, per acre	$ 4.32
State the number of acres sold	281,136.87
State the amount received from sales, purchase price	$ 1,313,415.15
State the amount unpaid on outstanding contracts	403,428.36

State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883	1,427,140.51
State the amount expended in sale and management of lands.	88,647.88
State the amount of taxes paid on lands	25,555.18
State the amount realized from the sale of lands above the expenses incurred in the management and taxes, including amounts unpaid on outstanding contracts, and after deducting $195,574.56 for breaking credits allowed	1,142,918.07

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED AND INJURED.

DATE.	NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
July 16	Henry Sass, engineer	Pickering	Jumped off train; head cut and spine hurt.
July 17	Frank Ray, laborer	Clinton	Struck by train; killed.
July 26	Wm. Uhr, fireman	Bonair	Wreck; ribs disconnected from back bone.
July 26	M. L. Hibbard, fireman	Sny Magill	Wreck; killed.
July 26	Martin Burg, wood sawyer	Sny Magill	Wreck; back bruised and scalp wound.
July 26	A. B. Jugstadt, wood sawyer	Sny Magill	Wreck; ribs broken, hands cut.
July 26	Christ Olson, wood sawyer	Sny Magill	Wreck; Lip cut and teeth knocked out.
July 26	Chas. B. Glover, wood sawyer	Sny Magill	Wreck; ribs fractured.
July 26	Edward Clough, engineer	Sny Magill	Wreck; forehead cut and body bruised.
August 3	John McDonough, laborer	Rhodes	Struck by cable; jaw fractured.
August 10	James Shoemaker, conductor	Fayette	Coupling cars; Hand bruised and finger smashed.
August 18	Jeremiah Crim, farmer	Fayette	Knocked off hand car; arm and three ribs broken.
August 24	Harain Biggs, brakeman	Monticello	Fell off train; killed.
August 27	Joseph Basshon	Dubuque	Struck by train; killed.
September 15	Wm. Menicale, farmer	Postville	Struck by train; killed.
September 15	Mrs. Wm. Menicale	Postville	Struck by train; collar bone broken.
October 3	L. W. Lewis, conductor	Haverhill	Wreck; right leg broken.
October 8	Wm. Allen, brakeman	Dubuque	Fell off train; both legs cut off.
October 15	Frank Cannon, brakeman	Oxford Junction	Fell between cars; right leg cut off; left foot broken.
October 16	Godfred F. Clifish, laborer	Elkport	Walking on track; killed.
October 31	John Daley, engineer	Council Bluffs	Wreck; leg broken.
November 6	John Shea, laborer	Riggs	Fell off hand-car; killed.
November 8	J. H. F. Dailey, brakeman	Jackson Junction	Wreck; back hurt.
November 8	C. E. Cate, brakeman	Jackson Junction	Wreck; foot fractured.
November 14	John Wood, car repairer	Madrid	Caught between cars; killed.
December 1	Thos. J. Bigham, switchman	Perry	Struck by cars; right leg fractured.
December 1	Brian Kelligariff, laborer	Elkport	Fell off train; both legs cut off.
December 2	Thos. Smallwood, brakeman	Collins	Struck by elevator spout; killed.
December 10	Rudolph Rick, carperter	Wadma	Fell off hand-car; killed.
December 11	John O. Jenkins, hostler	Van Horn	Struck by engine; killed.
December 11	Edwark Mahoney, switchman	Van Horn	Struck by engine; killed.
December 15	J. Fitzsimmons, brakeman	Charles City	Fell under cars; killed.
December 17	A. P. Kickingburg, laborer	Council Bluffs	Fell off car; killed.
December 21	Delico D. Yount, brakeman	Stone City	Coupling cars; thumb and finger cut off.
December 22	W. J. O'Brien, brakeman	North McGregor	Coupling cars; killed.
December 25	Albert Munhard, laborer	Perue	Fell off freight train; Left leg cut off.

1883.				
January	3	Edward Butler, brakeman	Dedham	Glove froze to link ; two fingers cut off.
January	11	Jerry J. Elgin, fireman	Woodward	Wreck ; leg broken and head cut.
January	13	Samuel Bishop, fireman	Vinning	Knocked off water tank ; arm broken.
January	22	L. D. Shevalier, brakeman	Dubuque	Coupling cars ; two fingers smashed.
January	25	A. Neuistedt, merchant	Wesley	Wreck ; face cut and scalp wound.
January	25	Mrs. Sarah Scott, passenger	Wesley	Wreck ; bruised about the shoulders.
February	2	E. J. Gorham, engineer	Aspinwall	Wreck ; arm broken and knee hurt.
February	6	Samuel Hunter, night foreman	Perry	Fell between cars ; killed.
February	26	Robert Mercer, stone-cutter	Sand Springs	Wreck ; killed.
February	26	Jerry McGuire, section foreman	Sand Springs	Wreck ; killed.
March	5	James Artry, section man	Harper's Ferry	Fell off hand-car ; spine hurt.
March	7	Jacob Sampson, track-walker	Yellow River	Fell between cars ; left foot cut off.
March	10	George Blakely, brakeman	Dubuque	Coupling cars ; right hand injured.
March	17	Fred. Cardo, car repairer	Dubuque	Caught foot in frog ; killed.
April	4	M. Morrison, brakeman	North McGregor	Knocked off cars ; left leg amputated.
April	11	August Kreiger, brakeman	Calmar	Fell off cars ; killed.
April	26	Frank Wheeler, brakeman	Cedar Rapids	Coupling cars ; killed.
April	29	John Mitchell, tramp	Cambridge	Fell between cars ; killed.
May	19	James Rice, boy	Delmar Junction	Fell between cars ; killed.
June	14	Charles Shermer, brakeman	North McGregor	Fell between cars ; killed.
June	24	John H. McEvoy, operator	Dubuque	Fell under switch engine ; killed.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	1	2	.....	2	12	.....
Caught in frogs	.....	1	.....	.....	.....	.....
Coupling cars	.....	2	.....	.....	5	.....
Falling from trains	.....	7	.....	.....	6	.....
Getting on and off trains	.....	.....	.....	.....	1	.....
Miscellaneous	.....	4	.....	.....	1	.....
Stealing rides	.....	.....	3	.....	.....	3
Trespassers on track	.....	.....	5	.....	1	1
Total	1	16	8	2	26	4

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	25
Number of persons injured during the year	32
Number of casualties purely accidental during the entire year: Train accidents purely accidental.	
Number resulting from lack of caution, carelessness or misconduct: The majority of injuries, excepting those caused by derailments, were through carelessness or want of caution.	
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	7
Number of tramps or others stealing rides killed or injured	6

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Alexander Mitchell, Milwaukee.

Vice-President—Julius Wadsworth, New York.

Second Vice-President—J. B. Dumont, New York.

Secretary—P. M. Myers, Milwaukee.

Treasurer—R. D. Jennings, Milwaukee.

General Manager—S. S. Merrill, Milwaukee.

General Superintendent—J. T. Clark, Milwaukee.

Assistant General Superintendents—C. H. Prior, Minneapolis; H. C. Atkins, Milwaukee; D. A. Olin, Racine.

Division Superintendents—John Jackson, Sioux City; L. B. Rock, Milwaukee; C. W. Case, Dubuque; G. W. Sanborn, Mason City; H. R. Williams, Minneapolis; F. D. Underwood, La Crosse; W. G. Collins, Milwaukee; S. J. Collins, Chicago; R. B. Campbell, Milwaukee; A. J. Earling, Marion; W. M. Kellie, Minneapolis.

Chief Engineer—D. J. Whittemore, Milwaukee.

Superintendent of Telegraph—G. E. Simpson, Milwaukee.
General Auditor—James P. Whaling, Milwaukee.
General Passenger Agent—A. V. H. Carpenter. Milwaukee.
Superintendent Freight Traffic—William G. Swan, Milwaukee.
General Freight Agent—A. C. Bird, Milwaukee.
General Solicitor—John W. Cary, Milwaukee.

DIRECTORS.

Alexander Mitchell, Milwaukee.
Julius Wadsworth, New York.
Selah Chamberlain, Cleveland.
A. R. Van Nest, New York.
William Rockefeller, New York.
H. T. Dickey, Newport.
John Plankinton, Milwaukee.
J. Milbank, New York.
J. T. Woodward, New York.
Peter Geddes, New York.
James Stillman, New York.
S. S. Merrill, Milwaukee.
Jason C. Easton, Lanesboro, Minnesota.

Date of annual meeting of stockholders, June.
Fiscal year of company ends December 31st.
General offices of the company are located at Milwaukee, Wisconsin.

STATE OF WISCONSIN, } ss
COUNTY OF MILWAUKEE, }

S. S. Merrill, General Manager, and P. M. Myers, Secretary, of the Chicago, Milwaukee and Saint Paul Railway Company, being sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) S. S. MERRILL,
General Manager.

[R. R. SEAL.] P. M. MYERS,
Secretary.

Subscribed and sworn to before me, this 13th day of September, A. D. 1883.

[L. S.] H. H. FIELD,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 17th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	Not fixed.	
Amount of common stock issued		$ 39,308,865.97
Amount of preferred stock issued, and conditions of preferment; preference, 7 per cent		22,324,454.56
Total amount paid in as per books of the company		$ 61,633,320.53
Amount of stock per mile of road	$ 20,103.83	
Amount of stock representing the road in Iowa	10,117,500.00	
Amount of stock held in Iowa	1,600.00	
Total number of stockholders	1,449	
Number of stockholders in Iowa	6	

DEBT.

Funded debt as follows:

NAME OF BOND.	Issued.	Due.	INTEREST. Rate.	INTEREST. Payable.	Amount.
Preferred sinking fund	July 1, 1859	Aug. 1, 1885	7	Feb. 1, and Aug. 1..	$ 971,400
Funded coupon	Aug. 1, 1881	Nov. 1, 1883	7	May 1, and Nov. 1..	676,300
General 1st mortgage	July 1, 1859	Aug. 1, 1885	7	Feb. 1, and Aug. 1..	3,440,300
Appleton extension	Nov, 1, 1860	Aug. 1, 1885	7	Feb. 1, and Aug. 1..	116,000
Green Bay extension	April 1, 1862	Aug. 1, 1885	7	Feb. 1, and Aug. 1..	180,000
Mississippi River Bridge	Jan. 1, 18 4	Jan. 1, 1884	7	Jan. 1, and July 1..	153,000
Beloit & Madison	Jan. 1, 1863	Jan. 1, 1888	7	Jan. 1, and July 1..	176,000
Peninsula R. R.	July 1, 1863	Sept. 1, 1898	7	March and Sept....	154,000
Consolidated sinking fund	Jan. 16, 1865	Feb. 1, 1915	7	Feb. 1, and May 1 / Aug. 1, and Nov. 1	7,033,000
Chicago & Milwaukee R'y	July 1, 1863	July 1, 1898	7	Jan. and July.....	1,700,000
Milwaukee & Madison R'y	Sept. 1, 1880	Sept. 1, 1905	6	March 1, and Sept. 1	1,60 ,000
Chicago & Tomah	Sept. 1, 1880	Nov. 1, 1905	6	May 1, and Nov. 1...	1,528,000
Chi., M. & No. W. R'y	May 1, 1882	Nov. 1, 1915	6	May 1, and Nov. 1..	750,000
No. West. Union R'y	June 1, 1872	June 1, 1917	7	March 1, and Sept. 1	3,500,000
Madison extension	April 1, 1871	April 1, 1911	7	April 1, and Oct. 1...	3,150,000
Menominee extension	June 1, 1871	June 1, 1911	7	June 1, and Dec. 1..	2,700,000
General consolidated. gold	Nov. 30, 1872	Dec. 1, 1902	7	June 1, and Dec. 1..	12,343,000
Menominee River R. R.	July 1, 1876	July 1, 1906	7	Jan. 1, and July 1...	400,000
Menominee River R. R. exten..	Jan. 1, 1880	July 1, 1906	7	Jan. 1, and July 1...	160,000
Esc. & Lake Superior R'y	July 1, 1881	July 1, 1901	6	Jan. 1, and July 1...	720,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929	6	April 1, and Oct. 1..	6,305,000
Consolidated S. F. of 1879	Oct. 1, 1879	Oct. 1, 1929	5	April 1, and Oct. 1..	7,785,000
Sinking Fund Debent'res of 1933	May 1, 1883	May 1, 1933	5	May 1, and Nov. 1..	9,000,000
W. & St. P. R. R., 1st mortgage	April 10, 1867	Jan. 1, 1887	7	Jan. 1, and July 1..	2,462,000
W. & St. P R. R., 2d mortgage.	Nov. 1, 186.	Nov. 1, 1907	7	May 1, and Nov. 1..	1,[illegible]92,000
W. & St. P. R. R., Ext., gold....	Dec. 1, 1871	Dec. 1, 1916	7	June 1, and Dec. 1..	4,254,000
Minn. Valley R'y	Oct. 1, 1878	Oct. 1, 1908	7	April 1, and Oct. 1..	150,000
Roch. & No. Minn. R'y.	Sept. 1, 1878	Sept. 1, 1908	7	March 1, and Sept. 1	200,000
Plainview R. R....	Sept. 1, 1878	Sept. 1, 1908	7	March 1, and Sept. 1	100,000
Dak. Cent. R'y (W. St. P., Con.)	May 1, 1882	Sept. 1, 1907	6	March 1, and Sept. 1	1,665,000
Dak. Cent. R'y (So. Ea. Div.)...	Nov. 1, 1882	Nov. 1, 1907	6	May 1, and Nov. 1..	1,000,000
Iowa Midland R'y	Aug. 1, 1870	Oct. 1, 1900	8	April 1, and Oct. 1..	1,350,000
Des M. & M. R. R.	Feb. 1, 1882	Feb. 1, 1907	7	Feb. 1, and Aug. 1..	600,000
Total....					$77,321,000

Total amount of funded debt	$ 77,321,000.00
Total amount of floating debt	5,181,553.27
Total amount of debt liabilities	$ 82,502,553.27
Amount of debt per mile of road	$ 26,666.61
Total amount of stock and debt	144,135,873.80
Amount of stock and debt per mile of road	46,770.44

COST OF ROAD AND EQUIPMENT.

COST OF EQUIPMENT.

Total cost of road and equipment	137,817,674.52
Average cost of road and equipment per mile (3,065.75 miles)..	$ 44,790.89
Proportion of cost of road and equipment for Iowa	22,550,421.47
Average cost of road and equipment per mile in Iowa (503.46 miles)	44,790.89

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry		$ 102,111.51
Bridging		286,876.07
Superstructure, including rails		1,324,270.49
Land, land damages and fences		195,733.87
Passenger and freight stations, coal sheds, and water stations. Engine houses, car sheds and turntables. Machine shops, including machinery and tools		230,345.20
Engineering, agencies, salaries and other expenses during construction		86,865.14
Balance other expenditures		2,422,115.02
Total for construction		$ 4,598,317.30

EQUIPMENT.

Total for equipment		$ 758,092.33
Total expenditures charged to property accounts		$ 5,356,409.63
Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property, dividing surplus or other increase		Nothing.
Net addition to property account for the year		$ 5,356,409.63

GENERAL EXHIBIT.

Total earnings		$ 21,251,339.74
Total expenses, including taxes		14,309,584.66
Net earnings		9,941,755.08
Rentals, specifying amount paid to each company		1,578,052.93
C., I. & N. P. R.	$ 584,399.45	
C. R. & M. R. R. R.	861,014.37	
Maple River R. R.	67,606.76	
D. M. & M. R. R.	65,032 35	
Interest accruing during the year		4,343,787.37
Interest paid during the year		4,248,752.38
Sinking funds		98,120.00
Dividends declared:		
Seven per cent on common	$ 1,108,067.80	
Eight per cent on preferred	1,782,268.72	2,890,336.52
Balance for the year		1,031,458.26
Balance at commencement of year		7,648,192.41
Balance at the close of the year, June 30, 1883		8,679,650.67
Total income from all sources for the year		$ 24,251,339.74

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 6,212,478.98
From express		416,137.28
From mails		425,353.00
Total earnings, passenger department		$ 7,053,969.26
Earnings per train mile run (4,959,500 miles) $1.42.23.		
Earnings, freight:		
Total earnings freight department		16,957,017.28
Earnings per train mile run (9,939,520 miles), $1.70.60		
Total transportation earnings		$ 24,010,986.54
Transportation earnings per train mile run, from all trains earning revenue (14,899,020 miles), $1.61.15.		
Transportation earnings per mile of road operated (3,488.75 average miles), $6,882.40.		
Proportion of transportation earnings for Iowa (actual)	$6,008,980.35	
Income from all other sources, (miscellaneous earnings)		240,353.20
Total income from all sources		$ 24,251,339.74
Proportion of income for Iowa, $6,076,288.66.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 1,721,631.18
Renewal of rails	364,117.72
(Number tons laid, steel, 10,144.)	
(Number tons laid, iron, 40.)	
Renewal of ties	269,205.51
(Number laid, 622,644.)	
Repairs of bridges, including culverts and cattle-guards	544,173.60
Repairs of fences, road-crossings, and signs	127,383.09
Repairs of buildings, stations and water-tanks	433,401.39
Total	$ 3,459,912.49

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 923,577.93
Repairs of passenger cars	521,154.93
Repairs of freight cars	898,084.05
Total	$ 2,342,816.91

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 1,974,079.89
Water supply	91,281.87
Oil and waste	216,600.01
Locomotive service	1,346,269.94
Passenger train service	270,807.52
Passenger train supplies	55,866.14
Mileage of passenger cars (debit balance)	5,909.60
Freight train service	619,311.50
Freight train supplies	26,822.46
Mileage of freight cars (debit balance)	110,232.06
Telegraph expenses (maintenance and operating)	287,693.04
Damage and loss of freight and baggage	69,209.94
Damages to property and cattle	34,755.56
Personal injuries	115,934.93
Agents and station service	1,875,321.77
Station supplies	101,366.95
Total	$ 7,201,463.18

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 152,831.17
Legal expenses		63,505.88
Insurance		953.03
Stationery and printing		111,255.79
Outside agencies and advertising		220,337.34
Contingencies		129,701.09
Taxes in Iowa	$ 145,313.01	
Taxes in other States	481,494.77—Total taxes,	626,807.78
Total		$ 1,305,392.08

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$ 3,459,912.49
Maintenance of motive power and cars	2,342,816.91
Conducting transportation	7,201,463.18
General expenses, including taxes	1,305,392.08
Total operating expenses and taxes	$ 14,309,584.66

Operating expenses and taxes per mile of road, $4,101.64.

Operating expenses and taxes per train mile run, for trains earning revenue (14,899,020 miles), $0.96.05.

Proportion of operating expenses and taxes for Iowa	$ 4,957,998.55

Percentage of expenses and taxes to income, .59.

GENERAL RECAPITULATION.

Total income	$ 24,251,339.74
Total operating expenses and taxes	14,309,584.66
Net income above operating expenses and taxes	9,941,755.08
Net income above operating expenses, taxes, sinking funds, interest and rental	3,921,794.78

Gross income per train mile run (14,899.020 miles), $1.62.77
Net income per train mile run (14,899,020 miles), $0.66.72.
Percentage of net income to stock and funded debt, 7.15.
Percentage of net income to cost of road and equipment, 7.24.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 7,648,192.41
Surplus at the close of the year	8,679,650.67
Cash	3,250,841.17
The amount of its own stock or bonds owned by the company.	1,180,114.82
Amount absorbed in construction and equipment	1,804,042.87
Amount in material and balances from other roads	2,444,651.81

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction and equipment	$ 137,317,674.52
Bonds owned by company	557,500.00
Stock owned by company	622,614.88
Cost of securities of sundry proprietary companies	7,182,419.31
Real estate contracts	200,000.00
Cash	3,250,841.17
Bills receivable	43,194.02
Due from agents and companies	1,196,718.76
Material and supplies	2,444,651.81
Total	$ 152,815,524.47

CREDIT.

Capital stock	$ 61,633,320.53
Funded debt	77,321,000.00
Interest unpaid	626,219.64
Dividends unpaid	105,253.20
Notes payable	300,000.00
Vouchers and accounts	2,570,251.63
Other liabilities	1,579,828.80
Profit and loss, or income account	8,679,650.67
Total liabilities	$ 152,815,524.47

DESCRIPTION OF ROAD.

MILES OF COMPLETED ROAD JUNE 30, 1883.

FROM	Total miles.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	Dakota.	Leased.
Chicago to Mississippi river	137.00	137.00	.....	.....	.....	.....	.....	.....
Mississippi river to Council Bluffs	354 00	.....	354.00	.....	.....	.....	.....	354.00
Clinton to Lyons	2.60	.....	2.60	.....	.....	.....	.....	2.60
Lyons to Anamosa (and quarry)	70.97	.....	70.97	.....	.....	.....	.....	.....
Maple River Junction to Mapleton	60.15	.....	60.15	.....	.....	.....	.....	60.15
Wall Lake to Holstein	44.26	.....	44.26	.....	.....	.....	.....	44.26
Des Moines to T. & N. W. connection	57.34	.....	57.34	.....	.....	.....	.....	57.34
Boone to Coal Banks	3.25	.....	3.25	.....	.....	.....	.....	.....
Carroll to Kirkman	34.81	.....	34.81	.....	.....	.....	.....	.....
Manning to Audubon	17.00	.....	17.00	.....	.....	.....	.....	.....
Stanwood to Tipton	8.50	.....	8.50	.....	.....	.....	.....	.....
Tama to Elmore	164.31	.....	164.31	.....	.....	.....	.....	.....
Jewell Junction to D. M. & M. Conn	1.75	.....	1.75	.....	.....	.....	.....	.....
Jewell Junction to Lake City	58.30	.....	58.30	.....	.....	.....	.....	.....
Eagle Grove to Hawarden	144.57	.....	144.57	.....	.....	.....	.....	.....
Chicago to Freeport	121.00	121.00	.....	.....	.....	.....	.....	.....
Chicago to South Branch	4.50	4.50	.....	.....	.....	.....	.....	.....
Chicago to Montrose	5.20	5.20	.....	.....	.....	.....	.....	.....
Elgin to Lake Geneva	45.04	36.34	.....	8.70	.....	.....	.....	.....
Geneva to Batavia	3.20	3.20	.....	.....	.....	.....	.....	.....
Geneva to St. Charles	2.40	2.40	.....	.....	.....	.....	.....	.....
Chicago to Ft. Howard	242.20	70.80	.....	171.40	.....	.....	.....	.....
Appleton Water Power Extension	3.63	.....	.....	3.73	.....	.....	.....	.....
Kenosha to Rockford	72.10	44.60	.....	27.50	.....	.....	.....	.....
Sheboygan to Princeton	78.40	.....	.....	78.40	.....	.....	.....	.....
Janesville to Afton	6.10	.....	.....	6.10	.....	.....	.....	.....
Chicago to Milwaukee	85 00	44.76	.....	40.24	.....	.....	.....	.....
Milwaukee to Fond du Lac	62.63	.....	.....	62.63	.....	.....	.....	.....
Milwaukee to Montfort	140.88	.....	.....	140.88	.....	.....	.....	.....
Galena to Woodman	76.84	10.25	.....	66.59	.....	.....	.....	.....
Lancaster Junction to Lancaster	12.04	.....	.....	12.04	.....	.....	.....	.....
Platteville Junction to Platteville	4.00	.....	.....	4.00	.....	.....	.....	.....
Ft. Howard to Ishpeming	182.10	.....	.....	49.45	132.65	.....	.....	.....
Powers to Florence	42.08	.....	.....	12.90	29.18	.....	.....	.....
Florence to Crystal Falls	16.69	.....	.....	4.49	12.20	.....	.....	.....
Iron River Junction to Stambaugh	18.57	.....	.....	.....	18.57	.....	.....	.....
Naventa to Metropolitan	34.86	.....	.....	.....	34.86	.....	.....	.....
Branches to mines:								
Off main line	39.80	.....	.....	.....	39.80	.....	.....	.....
Off E. & L. S. line	8.44	.....	.....	.....	8.44	.....	.....	.....
Off M. R. railroad	31.79	.....	.....	.....	31.79	.....	.....	.....
Belvidere to Winona	227.00	20.10	.....	206.90	.....	.....	.....	.....
Trempelleau to Galesville	6.71	.....	.....	6.71	.....	.....	.....	.....
Winona to Watertown	322.98	.....	.....	.....	.....	288.50	34.48	.....
Mankato Junction to Mankato	3.75	.....	.....	.....	.....	3.75	.....	.....
Sleepy Eye to Redwood Falls	24.40	.....	.....	.....	.....	24.40	.....	.....
Rochester to Zumbrota	24.48	.....	.....	.....	.....	24.48	.....	.....
Eyota to Plainview	15.01	.....	.....	.....	.....	15.01	.....	.....
Eyota to Chatfield	11.46	.....	.....	.....	.....	11.46	.....	.....
Tracy to Dakota Line	46.40	.....	.....	.....	.....	46.40	.....	.....
Minnesota State Line to Pierre	209.11	.....	.....	.....	.....	.....	209.11	.....
Ordway Junction to Ordway	87.48	.....	.....	.....	.....	.....	87.48	.....
Ordway to Columbia	5.47	.....	.....	.....	.....	.....	5.47	.....
Watertown to Redfield	71.00	.....	.....	.....	.....	.....	71.00	.....
Watertown Junction to Castlewood	30.55	.....	.....	.....	.....	.....	30.55	.....
Total	3,584.10	500.15	1,021.81	902.56	307.49	414.00	438.09	518.35

Total length of road operated by this company	3,584,10
Total length of road operated by this company in Iowa	1,021.81
Aggregate length of sidings in Iowa	128.42
Total length of steel rails in tracks in Iowa, exclusive of sidings	865.33
Total length of iron rails in tracks in Iowa, exclusive of sidings	156.48

Weights per yard, steel, 50 to 60 pounds.

Weights per yard, iron, 50 to 60 pounds.

Gauge of track, 16 miles of 3 feet, 3,568.10 miles of 4 feet 8½ inches.

If any part of the road was first opened for operation during the past year, state the date.

ROAD COMPLETED AND OPENED FOR PUBLIC USE DURING THE YEAR ENDING JUNE 30, 1883.

DATE.	FROM	Wisconsin.	Illinois.	Michigan.	Iowa.	Minnesota.	Dakota.	Total.
1882.								
July 24	Sioux Rapids to Peterson	.....	.....	.....	14.01	.....	.....	14.01
August 21	Peterson to Paulina	.....	.....	.....	19.31	.....	.....	19.31
September 1	Brookings to Esteline	.....	.....	.....	.....	.....	18.35	18.35
September 18	Esteline to Castlewood	.....	.....	.....	.....	.....	12.20	12.20
September 27	Ordway to Columbia	.....	.....	.....	.....	.....	5.47	5.47
October 1	Paulina to Orange City	.....	.....	.....	20.10	.....	.....	20.10
October 23	Clark Center to Redfield	.....	.....	.....	.....	.....	40.00	40.00
November 6	Orange City to Hawarden	.....	.....	.....	23.05	.....	.....	23 05
December 7	Naventa to Metropolitan	.....	.....	34.86	.....	.....	.....	34.86
December 7	Iron P. J. to Stambaugh	.....	.....	18.57	.....	.....	.....	18.57
December 23	Branches to mines Men. R. R. R.	.....	.....	21.22	.....	.....	.....	21.22
December 28	Branches to mines E. & L. S. line	.....	.....	8.44	.....	.....	.....	8.44
1883.								
January 1	Sac City to Holstein	.....	.....	.....	31.50	.....	.....	31.50
April 5	Trempelean to Galesville	6.71	.....	.....	.....	.....	.....	6.71
	Total	6 71	.....	83.09	107.97	.....	76.02	273.79

Total miles of road operated by this company	3,584.10
Total miles road operated by this company in Iowa	1,021.81

STATIONS.

Number of stations on all roads owned by this company, at which there are agents	484
Same in Iowa at which there agents	72
Number of stations on all roads operated by this company at which there are agents	572
Same in Iowa at which there are agents	160
Number of telegraph offices in stations in Iowa at which there are agents	148

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	15,970
Same in Iowa	3,405
Amount paid employes, including officials, on all roads operated by this company	$ 9,398,385.67
Same in Iowa	1,907,040.24

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length	5	624
Combination bridges over 100 feet in length (number of trusses 21)	9	2,919
Iron bridges over 100 feet in length	9	2,218
Wooden truss bridges under 100 feet in length	22	1,824
Combination bridges 100 feet in length	6	481
Iron bridges under 100 feet in length	15	878
Wooden trestle and pile	1,425	117,566

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 25 feet opening or more	18	7,497
Less than 25 feet opening	499	

BOX CULVERTS IN IOWA.

Timber	235
Stone	75

CATTLE-GUARDS.

Number of in Iowa	1,249

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		815,191
Amount of trestle work replaced with earth during the year (lineal feet)		224
Timber culverts replaced with timber	2	

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Bridge 156, Bertram	Beam	Iron	1882 and 1883	22
Near quarry, 2 bridges	Lattice	Iron and stone.	1882 and 1883	160
Near Moingona	Latticé	Iron and stone.	1882 and 1883	80
Near Moingana	Girder	Iron and stone.	1882 and 1883	48
Near Moingona	Girder	Iron and stone.	1882 and 1883	48
Near Moingona	Girder	Iron and stone.	1882 and 1883	46
Near Moingona	Arch	Stone	1882 and 1883	20
Near Moingona	Arch	Stone	1882 and 1883	06
Near Moingona	Combination	Wood and iron	1882 and 1883	160
29 bridges on main line	Trestle and pile	Piling	1882 and 1883	2,248
26 bridges on main line	Stone, wood and pile cul.	Piling	1882 and 1883	410
9 bridges on Tipton Branch	Trestle and pile	Piling	1882 and 1883	464
1 bridge on Tipton Branch	Stone, wood and pile cul.	Piling	1882 and 1883	16
17 bridges on Iowa Mid	Trestle and pile	Piling	1882 and 1883	1,623
12 bridges on Iowa Mid	Stone, wood and pile cul.	Piling	1882 and 1883	192
23 br'ges on Des Moines Div	Wood culvert	Piling	1882 and 1883	368
5 bridges on Des Moines Div	Trestle and pile	Piling	1882 and 1883	792
1 bridge on Audubon Branch	Pile bridge	Piling	1882 and 1883	96
1 bridge on Audubon Branch	Pile culvert	Piling	1882 and 1883	16
1 bridge on T. R'y C. & M. Div	Trestle and pile	Piling	1882 and 1883	128
5 bridges on T. R'y C. & M. Div	Pile culvert	Piling	1882 and 1883	80
Total				7,023

Give the average number of years the trestle and pile bridges last on your road in Iowa 10

Give the average number of years that wooden truss bridges last on your road in Iowa 10

ROAD-BED AND TRACK.

Number of track sections in Iowa 223

Average length of sections, miles (about) 5

Average number of men in each section gang (about) 6

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul Railroad, at Clinton.
Chicago, Milwaukee & St. Paul Railroad, at Lyons.
Chicago, Milwaukee & St. Paul Railroad, at Delmar Junction.
Chicago, Milwaukee & St. Paul Railroad, at Clinton Junction.
Chicago, Milwaukee & St. Paul Railroad, at De Witt.
Chicago, Milwaukee & St. Paul Railroad, at Wheatland.
Chicago, Milwaukee & St. Paul Railroad, at Tama.
Chicago, Milwaukee & St. Paul Railroad, at Sheldahl.
Chicago, Milwaukee & St. Paul Railroad, at Council Bluffs.
Burlington, Cedar Rapids & Northern Railroad, at Cedar Rapids.
Central Iowa Railroad, at Marshalltown.
Wabash, St. Louis & Pacific Railroad, at Des Moines.
Minneapolis & St. Louis Railroad, at Ogden.

Des Moines & Ft. Dodge Railroad, at Grand Junction.
Des Moines, Adel & Western Railroad, at New Jefferson.
Chicago, Burlington & Quincy Railroad, at Council Bluffs.
Chicago, Rock Island & Pacific Railroad, at Council Bluffs.
Wisconsin, Iowa & Nebraska Railroad, at Gladbrook.
Central Iowa Railroad, at Gifford.
Des Moines & Ft. Dodge Railroad, at Gowrie.
Wabash, St. Louis & Pacific Railroad, at Lohrville.
Illinois Central Railroad, at Webster City.
Burlington, Cedar Rapids & Northern Railroad, at Thrall.
Minneapolis & St. Louis Railroad, Whitman.
Des Moines & Ft. Dodge Railroad, at Rubens.
Chicago, St. Paul, Minneapolis & Omaha Railroad, at Alton.
Chicago, Milwaukee & St. Paul Railroad, at Hawarden.

What railroads cross your road, over or under, and at what locality?
Chicago, Milwaukee & St. Paul Railroad, at Center Junction.
Chicago, Milwaukee & St. Paul Railroad, at Manning.
Minneapolis & St. Louis Railroad, at Dayton.
St. Louis, Des Moines & Northern Railroad, at Boone.
Chicago, Milwaukee & St. Paul Railroad, at Algona.
Minneapolis & St. Louis Railroad, at Dakota City.

Number of highway crossings at grade	925
Number of highway crossings at which there are flagmen	6
Number of highway crossings over railroad	6
Number of highway crossings under railroad	19
Number of highway bridges 18 feet above track	6
Number of highway bridges less than 18 feet above track	None

FENCING IN IOWA.

How many miles of fencing have you on your road	1,253
How many miles of new fencing have you built during the year	59

Give number of miles needed on both sides of your track in each county in Iowa: No data; fence is built as fast as needed.

ROLLING STOCK.

Number of locomotives	580
Number of passenger cars	283
Number of baggage, mail, and express cars	128
Number of parlor and sleeping cars	7
Number of dining cars	6
Number of box freight cars	10,143
Number of stock cars	1,435
Number of platform and coal cars	2,654
Number of other cars	4,251
Total cars	18,907

Maximum weight of locomotives and tenders, tons	60
Average weight of locomotives and tenders, tons	53
Number of locomotives equipped with train brake	262
Kind of brake: Westinghouse air brake.	
Maximum weight of passenger cars, tons	29
Average weight of passenger cars, tons	27
Number of cars equipped with train brake	424
Kind of brake: Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer	424
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 39 tons, tons	275

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	4,959,500
Miles run by freight trains during the year	9,939,520
Miles run by switching trains during the year	4,452,855
Miles run by other trains during the year	1,390,428
Total train mileage	20,742,303

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains (about)	4.64
Average weight of passenger trains, exclusive of passengers, tons (about)	121
Average number of cars in freight trains (about)	23.91
Average weight of freight trains, exclusive of freight (about).	263

PASSENGER TRAFFIC.

Total number of passengers carried	8,057,623
Total passenger mileage, or passengers carried one mile	253,141,758
Average distance traveled by each passenger, miles	31.42
Average amount received from each passenger, cents	77.10
Highest rate of fare per mile for any distance	4
Lowest rate of fare per mile for any distance, cents	½
Average rate of fare per mile for all passengers	2.45

FREIGHT TRAFFIC.

Total tons of freight carried	7,846,226
Total freight mileage or tons carried one mile	1,190,112,253
Average rate per ton per mile received for through freight, cents	1.42
Average rate per ton per mile received for local freight, cents.	
Average rate per ton per mile received for all freight, cents	
Average rate per ton per mile received from freight to and from other roads	

CAR MILEAGE.

Number of miles run by loaded freight cars east and north	66,110,850
Number of miles run by loaded freight cars west and south	72,573,395
Number of miles run by empty freight cars east and north	27,677,961
Number of miles run by empty freight cars west and south	22,630,710
Total freight car mileage	188,992,916
Percentage of empty freight cars hauled east and north to all freight cars hauled east and north	29.51
Percentage of empty freight cars hauled west and south to all freight cars hauled west and south	28.45

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	25
Rate of speed of freight trains, including stops, miles per hour	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,022,224	13.03
Flour	229,847	2.93
Provisions (beef, pork, lard, etc.)	80,903	1.03
Animals	340,506	4.34
Other agricultural products	107,618	1.37
Lumber and forest products	1,057,368	13.48
Coal	843,839	10.75
Plaster, lime and cement	48,344	.62
Salt	46,681	.59
Petroleum and oil	39,288	.50
Iron, steel and castings	88,540	1.13
Stone, brick, sand and clay	170,362	2.17
Manufactures—articles shipped from point of production	317,190	4.04
Merchandise, and other articles not enumerated above	3,453,516	44.02
Total tons carried	7,846,226	100

TONNAGE OF ARTICLES FORWARDED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	264,767	24.41
Flour	8,801	0.82
Provisions (beef, pork, lard, etc.)	14,860	1.37
Animals	121,091	11.16
Other agricultural products	30,483	2.81
Lumber and forest products	185,350	17.09
Coal	253,388	23.36
Plaster, lime and cement	9,199	0.85
Salt	1,482	0.14
Petroleum and oil	2,206	0.20
Iron, steel and castings	1,777	0.16
Stone, brick, sand and clay	53,948	4.97
Manufactures—articles shipped from point of production	17,402	1.61
Merchandise, and other articles not enumerated above	119,884	11.05
Total tons carried	1,084,638	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT CLINTON, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons	503,925
East bound number of tons	567,164
Total tons	1,071,089

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freight at the depot, or at the office of such express company? American Express Company and United States Express Company. For terms and conditions as to rates, see statement attached. The express companies have no care of machinery or repairs of cars; they do a miscellaneous business, restricted to lighter articles properly belonging to express business. The express companies deliver their freight into this company's cars.

Express Contracts, June 30, 1883.

ROUTES.	Rate per diem on limited tonnage—whole route.	Limit of pounds to be carried each day — whole length of route, at regular per diem rates.	Rate per hundred pounds carried whole length of route, to be paid on excess of tonnage.	Tonnage per week, of six days.	Tonnage per week, of seven days.
AMERICAN EXPRESS COMPANY.					
Chicago to Council Bluffs	$ 275.00	10,000	$ 1.50	60,000	70,000
Chicago to Freeport	90.00	12,000	.50	72,000	84,000
Chicago to Ishpenning (Fish, $1.00 per 100 pounds.)	275.00	10,000	1.50	60,000	70,000
Chicago to Winona	135.00	10,000	1.05	60,000	70,000
Kenosha to Rockford	5.07	1,000	.60	6,000	7,000
Elgin to Lake Geneva	5.00	2,000	.25	12,000	14,000
Milwaukee to Montfort and Galena to Woodman	30.00	3,000	1.00	18,000	21,000
Winona to Pierre and branches	75.00	5,000	1.50	30,000	35,000
Clinton to Anamosa	6.25	1,000	.30	6,000	7,000
Stanwood to Tipton	2.00	500	.....	3,000	3,500
Des Moines to Callanan	10.00	2,000	.35	12,000	14,000
Tama to Elmore and branches	20.00	3,000	1.00	12,000	14,000
Maple Riv. Jun. to Mapleton and branches	6 25	1,000	.30	6,000	7,000
* Carroll to Kirkman and branches	.....	.....	.....	.....	.....
† Sheboygan to Princeton	.....	.....	.....	.....	.....
UNITED STATES EXPRESS COMPANY.					
Chicago to Milwaukee	66 66	17,000	.40	102,000	119,000

* $50.00 per month.

† 56 cents per 100 pounds transported whole length of route.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the lines of this company, paying regular rates and receiving mileage. The freight is carried in cars furnished by such transportation companies (excepting consignments of less than a car load). Their freight has no preference over other freight of like class.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

NAME OF COMPANY.	Location of general office.	Amount.
Anderson Refrigerator Co	Chicago, Ill	$ 11.71
Arnot Coal Co	Elmira, N. Y	5.84
American Refrigerator Co	St. Louis, Mo	164.68
Armour Refrigerator Co	Chicago, Ill	107.40
Ames Coal T. Co.	Chicago, Ill	129.70
Chicago & Milwaukee Coal Co	Chicago, Ill	374.13
Carp River Iron Co	Marquette, Mich	196.29
Eureka Coal Co	Chicago, Ill	152.57
Ellsworth Coal Co	Chicago, Ill	110.14
Fish Bros. & Co	Racine, Wis	355.58
Fox River Iron Co	West De Pere, Wis	146.27
Mitchell, Lewis & Co	Racine, Wis	27.74
Menasha Wooden Ware Co	Menasha, Wis	980.85
Northwest Fuel Co	St. Paul, Minn	49.32
Richardson Bros	Sheboygan Falls, Wis	28.72
W. P. Rend & Co	Chicago, Ill	106.92
Ramsey & Jones	Appleton, Wis	43.90
Tiffany Refrigerator Co	Chicago, Ill	68.24
Watson Coal Co	Chicago, Ill	13.72
Wisconsin Coal Co	Milwaukee, Wis	9.18
Total		$ 3,082.90

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run; owned by the New York Central Sleeping Car Co., who make their own regular charges therefor. Dining cars owned by this company are run, on which the charges are 75 cents per meal. Parlor cars owned by this company are run, on which the charges are 25 cents to $1.00, according to the distance traveled.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. Nothing.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Compensation for mail service is not permanently fixed. Service is ordered subject to the rules and regulations of the department, and amount paid is dependent on the weight of mail carried over each route.

What amount have you paid for receiving and delivering mail to and from stations on your road? Not kept.

TELEGRAPH.

How many miles of telegraph are owned by your company? This company owns no telegraph lines exclusively, but owns certain wires or rights in all lines.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? All owned or controlled by Western Union Telegraph Company; about 3,584 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED AND INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE OF ACCIDENT AND CHARACTER OF INJURY.
1882.			
July 4	Charles Kruble, trespasser	Near Quarry	Walking on track, struck by engine ; fatal.
July 11	Wm. C. Yaueg, tramp	Clinton	Attempting to get out of car while in motion ; fatal.
July 10	John Vauruss, brakeman	Monmouth	Coupling cars ; rib broken and arm bruised.
July 14	F. Robertson, boy, trespasser	Clinton	Walking on track, struck by cars ; fatal.
July 20	W. V. Knoll	Marshaltown	Tried to cross in front of train ; fatal.
July 21	A. S. Roland, water boy	Ames	Attempted to get on train in motion ; fatal.
July 29	John Mehan	Mechanicsville	Drove on track ahead of train ; bruised.
July 31	Duff Beaubia	Clinton	Attempting to board train in motion ; foot crushed.
July 25	Mary Offechleider	Carroll	Driving over track ; bruised.
August 2	Wm. Carmody	Cedar Rapids	Trying to steal a ride ; foot crushed.
August 25	Fred McNeil, telegraph operator	Low Moor	Slipped from platform ; foot amputated.
August 18	Wm. Emsdorf	M. R. Junction	Attempted to board moving train ; foot amputated,
August 22	W. Shapyer, boy, trespasser	Cedar Rapids	Attempted to steal a ride ; arm and leg off.
August 17	H. Loman, section hand	Kamrar	Engine run into hand car ; fatal.
August 17	F. Ribidan, section hand	Kamrar	Engine run into hand car ; fatal.
August 28	R. Redman, brakeman	Fairfax	Coupling cars ; fingers injured.
August 31	A. Ketner, brakeman	Paulina	Attempted to board moving train ; foot smashed.
August 26	A. Wilson, brakeman	Glidden	Fell from train ; ankle sprained.
Septemb'r 9	N. Anderson	Clinton	Run over by train ; fatal.
Septemb'r 13	A. Sessions	State Center	Attempted to cross track ahead of train ; fatal.
Septemb'r 11	C. Spracklin, brakeman	Belle Plaine	Coupling cars ; collar-bone broken.
Septemb'r 14	W. Conklin	Mt. Vernon	Drunk ; horse stopped on track ; slightly shaken up.
Septemb'r 16	J. B. Jenkins, switchman	Sioux Rapids	Coupling ; finger cut.
Septemb'r 6	Alris Knobel, gravel pit laborer	Sioux Rapids	Collision of trains ; bruised.
Septemb'r 6	A. W. Johnson, gravel pit laborer	Sioux Rapids	Collision of trains ; bruised.
Septemb'r 6	Johnson Virtue, foreman gravel pit	Sioux Rapids	Collision of trains ; fatal.
Septemb'r 6	P. J. Johnson, gravel pit laborer	Sioux Rapids	Collision of trains ; fatal.
Septemb'r 22	Clara Smith	Clarence	Was crawling under cars ; hand injured.
Septemb'r 29	J. Moyer, brakeman	Boone	Coupling cars ; hand injured.
October 2	J. G. Younger, switchman	Boone	Coupling cars ; leg amputated.
October 1	James Kearns, trespasser	Oralaboe	Stealing a ride ; fatal.
October 18	B. Braberg, laborer	Sioux Rapids	Hand-cars collided ; foot and ankle injured.
October 26	M. T. Morrisey, brakeman	Toledo	Knocked from car ; collar-bone fractured.
November 20	J. Taber, brakeman	Council Bluffs	Fell from tank of engine ; forehead and back bruised.
November 17	J. H. Smith, night yard-man	Council Bluffs	Coupling ; arm injured.

November	9	E. E. Bartlett, brakeman	Boone	Coupling; hips injured.
November	18	R. Livingston, tresspasser	Cedar Rapids	In jumping on was run over; fatal.
December	12	John Scott, brakeman	Ireton	Coupling cars; hand injured.
December	15	N. E. Collom, switchman	Belle Plaine	Coupling cars; hand injured.
December	19	W. W. Corbin, brakeman	Glidden	Supposed to have fallen between cars; fatal.
December	27	Mrs. S. A. Wilson	Cedar Rapids	Struck by engine while crossing track; bruised.
December	18	C. M. Hunt, brakeman	Story City	Fell from cars; fatal.
1883.				
January	1	H. S. Bittinger, brakeman	Clinton	Coupling cars; thumb injured.
January	12	F. A. Crane, Brakeman	Jewell Junction	Coupling cars; finger injured.
January	9	J. W. Bradley, brakeman	Carroll	Coupling cars; hand injured.
January	16	J. R. Nims, passenger	Almont	Car thrown from track by broken rail; bruised.
January	16	M. H. Tubbs, passenger	Almont	Car thrown from track by broken rail; bruised.
January	16	D. W. Richardson, conductor	Almont	Car thrown from track by broken rail; bruised and cut.
January	16	E. L. Clark, brakeman	Almont	Car thrown from track by broken rail; fatal.
January	16	L. Guilford, passenger	Almont	Car thrown from track by broken rail; cut over eye.
January	16	A. Gilligan, passenger	Almont	Car thrown from track by broken rail; cut and bruised.
January	16	Mrs. R. E. Starr, passenger	Almont	Car thrown from track by broken rail; face and chest injured.
January	16	Hiram Gates, passenger	Almont	Car thrown from track by broken rail; hand bruised.
January	11	W. B. Britton, telegraph operator	Bradgate	Struck by engine; fatal.
January	16	C. W. Baker, brakeman	Legrand	Coupling; hand cut.
January	25	W. Tracy, car repairer	Renwick	Working under engine which fell on him; fatal.
February	18	N. M. McFarland, switchman	Marshalltown	Coupling cars; hips and body injured.
February	7	M. P. Harpster, brakeman	Wall Lake	Run over by car while coupling; fatal.
February	11	Robert Wilson, brakeman	Halbur	Caught between engine and tank coupling; fatal.
March	6	G. M. Crawford, brakeman	Baldwin	Coupling cars; finger broken.
March	7	J. Brewerton, switchman	Clinton	Crossing track, struck by train; fatal.
March	16	G. L. Smith, engineer	Woodbine	Engine thrown from track by misplaced switch; fatal.
March	16	O. H. Metz, brakeman	Woodbine	Engine thrown from track by misplaced switch; fatal.
March	16	A. H. Wing, yard master	Missouri Valley Junction	Coupling cars; hand bruised.
March	30	L. H. Smith, brakeman	Gifford	Coupling cars, foot caught in frog; fatal.
March	12	J. D. Bolla, brakeman	Maple River Junction	Coupling cars; finger amputated.
April	11	P. C. Thomas, switchman	Hawarden	Foot caught in guard rail; both feet amputated.
April	17	Robert Meyers, passenger	Near Tama	Walked off platform of car while asleep; head cut.
April	15	W. J. Barnhart, brakeman	Boone	Knocked off car by overhead trestle of narrow gauge road; fatal.
April	26	D. Jones, brakeman	Maple River Junction	Coupling cars; hand bruised.
May	13	J. B. Palmer, brakeman	Clinton	Coupling cars; finger off and thumb crushed.
May	23	Ida Hime, trespasser	Des Moines	Walking on track; fatal.
May	24	P. Ellipson, fireman	Algona	Fingers caught between wheels of coal hoist; finger amputated.
May	29	J. Hinney, brakeman	Sioux Rapids	Coupling cars; collar bone broken.
June	6	W. T. Goodhue, brakeman	Cedar Rapids	Fell from train while in motion; fatal.
June	23	M. Purcell, brakeman	Tama	Fell between cars while being switched; fatal.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Derailments	....	3	....	6	1	....
Collisions	....	2	....	....	2	....
Caught in frogs	....	....	....	....	1	....
Coupling cars	....	3	....	....	21	....
Falling from trains	....	4	....	1	3	....
Getting on and off trains	....	1	....	....	1	....
Miscellaneous	....	5	....	....	2	....
Overhead obstructions	....	1	....	....	1	....
Trespassers on track	....	....	9	....	....	9
Total	....	19	9	7	32	9

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	28
Number of persons injured during the year	48
Number of casualties purely accidental during the entire year	8
Number resulting from lack of caution, carelessness, or misconduct	50
Number of persons killed or injured while intoxicated	1
Number of trespassers on track killed or injured	10
Number of tramps or others stealing rides killed or injured	7

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Albert Keep, Chicago, Ill.
Vice-President—M. L. Sykes, New York, N. Y.
Secretary—M. L. Sykes, New York, N. Y.
Treasurer—M. L. Sykes, New York, N. Y.
General Manager—Marvin Hughitt, Chicago, Ill.
General Superintendent—J. D. Layng, Chicago, Ill.
Division Superintendents:
H. G. Burt, Clinton, Iowa.
M. Hopkins, Eagle Grove, Iowa.
C. A. Swineford, Baraboo, Wis.
Wm. B. Linsley, Escanaba, Mich.
Chas. D. Gorham, Chicago, Ill.
Chas. Murray, Chicago, Ill.
S. Sanborn, Winona, Minn.
W. Fitch, Huron, Dakota.
Chief Engineer—E. H. Johnson, Chicago, Ill.
Superintendent of Telegraph—G. H. Thayer, Chicago, Ill.
Auditor—J. B. Redfield, Chicago, Ill.

General Passenger Agent—W. S. Stennett, Chicago, Ill.
General Freight Agent—W. S. Mellen, Chicago, Ill.
Attorney—B. C. Cook, Chicago, Ill.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Wm. L. Scott, Erie, Pa.
C. J. Osborn, New York, N. Y.
Jay Gould, New York, N. Y.
R. P. Flower, New York, N. Y.
Anson Stager, Chicago, Ill.
Fred. W. Vanderbilt, New York, N. Y.
A. G Dulman, New York, N. Y.
Augustus Schell, New York, N. Y.
Chauncey M. Depew, New York, N. Y.
Samuel F. Barger, New York, N. Y.
Albert Keep, Chicago, Ill.
M. L. Sykes, New York, N. Y.
M. Hughitt, Chicago, Ill.
N. K. Fairbank, Chicago, Ill.
Sidney Dillon, New York, N. Y.
D. O. Mills, New York, N. Y.
John M. Burke, New York, N. Y.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends May 31st.
General offices of the company are located at Chicago, Illinois.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Albert Keep, President, and J. B. Redfield, Auditor, of the Chicago & Northwestern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

[L. S. OF R. R.] ALBERT KEEP,
J. B. REDFIELD.

Subscribed and sworn to before me, this 27th day of August, A. D. 1883.

[L. S.] J. F. CLEVELAND,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 31st day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, IOWA & NEBRASKA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1888.

NOTE.—The Chicago, Iowa & Nebraska Railroad is under lease to, and is operated by, the Chicago & Northwestern Railway Company.

CAPITAL STOCK.

Amount authorized by articles of association	$ 15,000,000.00	
Amount issued, number of shares, 39,162; amount paid in		$ 3,916,200.00
Amount of common stock issued		$ 3,916,200.00
Total amount paid in as per books of the company		$ 3,916,200.00
Amount of stock per mile of road	$ 47,851.906	
Amount of stock representing the road in Iowa	3,916,200.00	
Amount of stock held in Iowa	256,700.00	
Total number of stockholders	464	
Number of stockholders in Iowa	8	

DEBT.

Funded debt as follows:		
Second mortgage bonds extended, paid in full June 30, 1883.		
Interest paid on same during the year	$ 3,675.00	
Third mortgage bonds, due August 15, 1894, rate of interest, seven per cent		$ 193,500.00
Interest paid on same during the year	$ 13,597.50	
Total amount of funded debt		$ 193,500.00
Total amount of floating debt		$ 1,872.78
Contingent liability as guarantor of bonds or debts of other roads:		
Should the earnings of the Maple River Railroad be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency; and, in connection with the Sioux City & Pacific Railroad Co., the Cedar Rapids & Missouri River Railroad, and the Chicago & Northwestern Railway Co., this company is also under obligation to contribute to the payment of the coupons of the bonds issued for the construction of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad, west of Wisner, Neb., if the rental of the last named road be insufficient to meet the said coupons. It has also, in connection with the same contributing companies, guaranteed the payment of the principal and interest of the bonds of the Missouri Valley & Blair Railway and Bridge Co., issued for the construction of the railway bridge, across the Missouri river near Blair, Neb.		
Total amount of debt liabilities		$ 195,372.78
Amount of debt per mile of road	$ 2,387.252	
Total amount of stock and debt	4,111,572.78	
Amount of stock and debt per mile of road	50,239.159	

COST OF ROAD AND EQUIPMENT.

Land, land damages and fences—purchase of lots at Bertram for stock yard	$ 50.00
Total expended for construction	$ 4,662,622.29

GENERAL EXHIBIT.

Total earnings	$ 654,218.12	
Less rent and interest	6,126.82	$ 648,091.30
Total expenses, including taxes, abatement of rental, under temporary agreement and contributions to connecting roads		121,766.12
Net earnings*		$ 526,325.18
Interest accruing during the year	$ 19,320.00	
Deduct coupons July 1, 1882, in last report	3,775.00	
Interest charged out of income during the year	$ 15,545.00	
Coupons due July 1, 1883	575.00	
Interest paid on floating debt and accrued interest on bonds bought	4,831.66	
Dividends declared (eight per cent)	313,296.00	334,247.66
Balance for the year		192,077.52
Balance at commencement of the year		697,535.26
Balance at the close of the year, June 30, 1883		889,612.78
Income from other sources than earnings, including interest on loans and rental of real estate		6,126.82
Total balance to credit of income account		$ 895,739.60

GENERAL RECAPITULATION.

Total income from earnings and other sources	$ 654,218.12
Total operating expenses and taxes	121,766.12
Net income above operating expenses and taxes	532,452.00
Net income above operating expenses, taxes, interest, and rental	508,300.34
Percentage of net income to stock and debt	$ 12.37

* This sum includes $43,849 contributions to connecting lines during period covered by this report, but not adjusted June 30, 1883.

SURPLUS.

Surplus at the commencement of the year to credit of income account	$ 697,535.26
Surplus at the close of the year	895,739.60
The amount invested in railroad stocks	61,422.50
Give the name of each road, and the number of shares owned in each of them and the par value of shares: Sioux City & Pacific Railroad Company, par value	$ 100
This company has for many years past employed its surplus mainly in the retirement of its bonds.	
The amount of its own stock or bonds owned by the company	None.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction account		$ 4,662,622.29
Sioux City & Pacific Railroad, stock account		61,422.50
Sioux City & Pacific Railroad, coupon account		22,500.00
Bills receivable		60,164.00
Chicago & Northwestern Railway Company		50,523.97
Cash		141,631.45
In hands of the treasurer	$ 141,567.99	
In hands of the assistant treasurer	63.46	
Office building		8,448.17
		$ 5,007,312.38

CREDIT.

Capital stock		$ 3,916,200.00
Funded debt		193,500.00
Third mortgage bonds.		
Unfunded debt		$ 1,872.78
Coupons unpaid	$ 119.00	
Dividends unpaid	238.64	
Interest scrip	12.12	
Due Maple River Railroad	1,503.02	
Income account		695,739.60
		$ 5,007,312.38

DESCRIPTION OF ROAD.

Length main line of road from Clinton to Cedar Rapids.....	81.84
Length main line of road in Iowa.....	81.84

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Clinton, Iowa.
Vice-President—William T. Glidden, Boston, Mass.
Secretary—J. Van Deventer, Clinton, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Clinton, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred'k L. Ames, North Easton, Mass.
Oliver Ames, North Easton, Mass.
John I. Blair, Blairstown, New Jersey.
D. C. Blair, Belvidere, New Jersey.
S. C. Bever, Cedar Rapids, Iowa.
Jas. B. Curwen, Salem, Mass.
B. A. G. Fuller, Boston, Mass.
William T. Glidden, Boston, Mass.
Edward Johnson, Belfast, Maine.
David P. Kimball, Boston, Mass.
S. Lothrop Thorndike, Boston, Mass.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, Tuesday next preceding the third Wednesday in May.

Fiscal year of company ends March 31st.

General offices of the company are located at Clinton, Iowa.

STATE OF IOWA, }
COUNTY OF CLINTON. } ss.

J. Van Deventer, Secretary of the Chicago, Iowa & Nebraska Railroad, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

[L. S. OF R. R.] J. VAN DEVENTER.

Subscribed and sworn to before me, this 23d day of August, A. D. 1883.

R. C. A. FLOURNOY,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 25th day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MISSOURI RIVER RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by vote of the company	$ 7,620,000.00	
Amount issued, number of shares, 76,200; amount paid in		$ 7,620,000.00
Amount of common stock issued		6,850,400.00
Amount of preferred stock issued, and conditions of preferment		769,600.00
Interest 7 per cent per annum, payable semi-annually, February and August 1st, and secured by 2d mortgage on main line between Cedar Rapids and Boone, and on branch line between Clinton and Lyons, Iowa.		
Total amount paid in as per books of the company		$ 7,620,000.00
Amount of stock per mile of road	$ 27,809.20	
Amount of stock representing the road in Iowa.	7,620,000.00	
Amount of stock held in Iowa	$ 110,600.00	
Total number of stockholders	573	
Number of stockholders in Iowa	23	

DEBT.

Funded as follows:		
First mortgage bonds, due August 1, 1891, rate of interest 7 per cent	$ 700,000.00	
First mortgage bonds, due August 1, 1894, rate of interest 7 per cent	582,000.00—	$1,282,000.00
First mortgage bonds, due May 1, 1916, rate of interest 7 per cent		2,332,000.00
Total amount of funded debt		$ 3,614.000.00
Total amonnt of floating debt		100,972.88
Contingent liability as guarantor of bonds or debts of other roads:		
Should the earnings of the Maple River Railroad Company be insufficient to meet the coupons upon its bonds, this company is under obligation to contribute to such deficiency; the amount of such contribution if any cannot be determined at this time. This company, in connection with the companies owning the line from Chicago to Fremont, Neb., via Chicago & Northwestern Railway and Sioux City & Pacific Railroad Company, has agreed to contribute an amount necessary, in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Neb., to meet the interest on the bonds of such extensions, issued for the actual cost thereof in proportion to the earnings of the contributing lines derived from such extensions.		
Total amount of debt liabilities		$ 3,714,972.88
Amount of debt per mile of road	$ 13,557.80	
Total amount of stock and debt	11,334,972.88	
Amount of stock and debt per mile of road	41,367.00	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 11,462,428.00
Average cost of construction per mile of road (274.01 miles)	$ 41,832.15
Proportion of cost of construction for Iowa	11,462,428.00

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails (gratuity paid C. & N. W. R'y on steel rails laid)	$ 2,936.41	
Total for construction		2,936.41
Total expenditures charged to property accounts		$ 2,936.41
Net addition to property accounts for the year		2,936.41

GENERAL EXHIBIT.

Total income	$	877,196.86
Total expenses, including taxes		9,457.95
Net income		867,738.91
Paid on account of business from other roads		79,979.56
Interest accruing during the year		253,006.74
Interest on funded debt		252,980.00
Interest paid on funded debt		
Interest on floating debt		26.74
Interest paid on floating debt		
Dividends declared 6 per cent common stock		411,024.00
Dividends declared 7 per cent		53,872.00
Balance for the year, surplus		69,856.61
Interest falling due during the year and not paid		
Balance at commencement of the year, surplus		786,615.89
Balance at the close of the year, June 30, 1883		856,472.50
Total income from all sources for the year		877,196.86

ANALYSIS OF INCOME.

Rental under lease	$	861,014.37
Interest on loans		5,082.06
Rental on mail earnings of previous years		4,227.73
Profit and loss		6,922.70
Total income from all sources	$	877,196.86
Proportion of income for Iowa	$ 877,196.86	

GENERAL EXPENSES.

Salaries of general officers	$	4,389.21
General expenses and clerk hire		4,676.35
Stationery and printing		392.39
Total	$	9,457.95

GENERAL RECAPITULATION.

Total income	$	877,196.86
Total expenses and taxes		9,457.95
Net income above expenses and taxes		867,738.91
Net income above expenses, taxes and drawback		787,759.35
Net income above expenses, taxes, interest and drawback		534,752.61
Percentage of net income to stock and debt	6.95	
Percentage of net income to cost of road	6.87	

SURPLUS.

Surplus at the commencement of the year	$	786,615.89
Surplus at the close of the year		856,472.50
The amount invested in railroad stocks		205,447.50
Give the name of each road, and the number of shares owned in each of them and the par value of shares. Sioux City & Pacific Railroad Company; 13,716 shares; par value, $100 per share.		
Amount in hands of treasurer and assistant treasurer		205,425.56
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:		
Invested in office building		11,493.18
Invested in coupons Sioux City & Pacific Railroad Company		75,240.00
Amount absorbed in construction		228,428.00
Amount in material and balances from other roads		231,411.14
	$	957,445.38
Deduct unfunded indebtedness		100,972.88
	$	856,472.50

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction account	$	11,462,428.00
Office building		11,493.18
Stock of Sioux City & Pacific Railroad Company		205,447.50
Coupons of Sioux City & Pacific Railroad Company		75,240.00
Cash		205,425.00
Due from companies		231,411,14
Total	$	12,191,445.38

CREDIT.

Capital stock	$	7,620,000.00
Funded debt		3,614,000.00
Floating debt:		
Interest unpaid		93,692.52
Dividends unpaid		128.81
Accounts payable		7,151.55
Profit and loss balance		856,472.50
Total	$	12,191,445.38

DESCRIPTION OF ROAD.

Length of main line of road from Cedar Rapids to Missouri River, Iowa, miles	271 60
Length main line of road in Iowa	271.60
Branches owned by this company:	
Lyons branch, Clinton to Lyons, Iowa, single track	2.41
Total length of branches owned by this company	2.41
Total length of road belonging to this company	274.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	274.01

Weights per yard, steel, 60 pounds.
Gauge of track, 4 feet, 8½ inches.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Wm. T. Glidden, Boston, Mass.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Oliver Ames, North Easton, Mass.
Fred. L. Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
D. C. Blair, Belvidere, N. J.
James Blair, Scranton, Pa.
Isaac T. Burr, Boston, Mass.
F. Gordon Dexter, Boston, Mass.
B. A. G. Fuller, Boston, Mass.
Wm. T. Glidden, Boston, Mass.
Edward Johnson, Belfast, Main.
David P. Kimball, Boston, Mass.
S. Lothrop Thorndike, Boston, Mass.
Chas. E. Vail, Blairstown, N. J.
James Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor of the Cedar Rapids & Missouri River Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

P. E. HALL,
HENRY FERGUSON.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

CHAS. H. CLARK,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & MINNEAPOLIS RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE, 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,500,000.00	
Amount issued, number of shares 9,226; amount paid in		922,600.00
Amount of common stock issued		922,600.00
Total amount paid in as per books of the company		$ 922,600.00
Amount of stock per mile of road	$ 16,089.99	
Amount of stock representing the road in Iowa	All	
Amount of stock held in Iowa	$ 400.00	
Total number of stockholders	13	
Number of stockholders in Iowa	4	

DEBT.

Funded debt as follows:		
Mortgage bonds, due February 1, 1907, rate of interest, 7 per cent.		$ 600,000.00
Interest paid on same during the year		
Total amount of funded debt		$ 600,000.00
Total amount of debt liabilities		$ 600,000.00
Amount of debt per mile of road	$ 10,463.90	
Total amount of stock and debt		$ 1,522,600.00
Amount of stock and debt per mile of road	26,553.89	

NOTE.—This $600,000 is also reported by Chicago & Northwestern Railway Company as part of its "funded debt."

COST OF ROAD AND EQUIPMENT.

(Cannot be separated.)

Total cost of road and equipment	$ 1,397,171.74
Average cost of road and equipment per mile (57.34 miles)	$ 24,366.44
Proportion of cost of road and equipment for Iowa	All
Average cost of road and equipment per mile in Iowa (57.34 miles)	24,366.44
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same.	
Change of gauge (old material sold, etc.)	$ 21,678.51

GENERAL EXHIBIT.

Total earnings, rental	$ 84,195.17
Total expenses, including taxes. (Paid by lessees.)	
Net earnings	84,195.17
Interest accruing during the year	38,995.84
Interest paid on funded debt	38,995.84
Balance for the year	45,199.33

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1888.

DEBIT.

Cost of road and equipment	$ 1,397,171.74
Due from agents and companies	219,139.44
Total	$ 1,616,311.18

CREDIT.

Common stock	$ 922,600.00
Mortgage bonds	600,000.00
Income account	93,711.18
Total	$ 1,616,311.18

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to T. & N. W. R'y connection, miles	57.34
Length main line of road in Iowa	57.34
Total length of road belonging to this company, miles	57.34

These miles are also included in report of C. & N. W. Railway Company.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Ill.
Vice-President—Albert Keep, Chicago, Ill.
Secretary—J. B. Redfield, Chicago, Ill.
Treasurer—M. M. Kirkman, Chicago, Ill.
General Superintendent—H. G. Burt, Clinton, Iowa.
Assistant Treasurer—H. G. Burt, Clinton, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Albert Keep, Chicago, Ill.
M. Hughitt, Chicago, Ill.
M. M. Kirkman, Chicago, Ill.
B. C. Cook, Chicago, Ill.
J. D. Layng, Chicago, Ill.
Charles E. Simmons, Chicago, Ill.
J. B. Redfield, Chicago, Ill.

Date of annual meeting of stockholders, third Thursday in May.
Fiscal year of company ends:
General offices of the company are located at Des Moines, Iowa.

The operations of this company's road are included in the report made by the C. & N. W. Railway Company, operating the road under lease.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Marvin Hughitt, President, and J. B. Redfield, Secretary, of the Des Moines and Minneapolis Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

MARVIN HUGHITT,
President.

[R. R. SEAL.]

J. B. REDFIELD,
Secretary.

Subscribed and sworn to before me, this 27th day of August, A. D. 1883.

[SEAL.]

J. F. CLEVELAND,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 31st day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MAPLE RIVER RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 2,000,000.00	
Amount issued, number of shares 6,580, amount paid in		$ 658,000.00
Amount of common stock issued		$ 658,000.00
Amount of preferred stock issued, and conditions of preferment	None.	
Capital stock now outstanding		592,200.00
Total amount paid in as per books of the company		$ 658,000.00
Amount of stock per mile of road	$ 5,018.22	
Amount of stock representing the road in Iowa	592,200.00	
Amount of stock held in Iowa	162,800.00	
Total number of stockholders	136	
Number of stockholders in Iowa	6	

DEBT.

Funded debt as follows:		
First mortgage bonds due July 1, 1897, rate of interest 7 per cent		$ 444,500.00
Interest paid on same during the year		
First mortgage bonds, due October 1, 1932, rate of interest 5 per cent		425,000.00
Interest paid on same during the year		
Total amount of funded debt		$ 869,500.00
Total amount of floating debt		$ 230,925.72
Total amount of debt liabilities		$ 1,100,425.72
Amount of debt per mile of road	$ 9,324.85	
Total amount of stock and debt		$ 1,692,625.72
Amount of stock and debt per mile of road	$ 14,343.07	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Total expended for construction of completed road	$	1,121,537.31
Total advanced account construction of uncompleted road		647,079.88
Total for construction	$	1,768,617.19
Average cost of construction per mile of road (118.01 miles)	$	14,987.01
Proportion of cost of construction for Iowa		1,768,617.19

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Amount advanced on account of extension of Sac City Branch	$	608,265.02
Total expenditures charged to property accounts	$	608,265.02

GENERAL EXHIBIT.

Total income	$	105,871.17
Total expenses, including taxes		1,153.41
Net income		104,217.76
Interest accruing during the year		33,284.86
Interest paid during the year		
Interest on funded debt		32,225.00
Interest paid on funded debt		
Interest on floating debt		1,059.86
Interest paid on floating debt		
Dividends declared (4 per cent)		23,688.00
Balance for the year, (surplus)		47,244.90
Interest falling due during the year and not paid		
Floating debt liquidated during the year (increased)		
Balance at commencement of the year (surplus)		112,783.68
Balance at the close of the year, June 30, 1883 (surplus)		160,028.58
Total income from all sources for the year	$	105,871.17

ANALYSIS OF INCOME.

Rental for use of road	$	65,554.67
From other roads for business furnished		35,708.17
Interest		4,108.33
Total income from all sources	$	105,871.17
Proportion of income for Iowa	$	105,871.17

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$	612.50
General expenses		526.52
Stationery and printing		14.39
Total	$	1,153.41

GENERAL RECAPITULATION.

Total income	$	105,371.17
Total expenses and taxes		1,153.41
Net income above expenses and taxes		104,217.76
Net income above expenses, taxes, and interest		70,932.90

Percentage of net income to stock and debt, 6.15.

Percentage of net income to cost of road and equipment, 5.89.

SURPLUS.

Surplus at the commencement of the year	$	112,783.68
Surplus at the cose of the year		160,028.58
Amount in hands of treasurer and assistant treasurer		31,289.79
The amount of its own bonds owned by the company		42,000.00
Amount absorbed in construction		306,917.19
Amount in balances from other roads and bills receivable		10,747.32
	$	390,954.30
Deduct unfunded indebtedness		230,925.72
	$	160,028.58

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$	1,768,617.19
Bonds of this company		42,000.00
Cash		31,289.79
Bills receivable		390.00
Due from companies		10,357.32
	$	1,852,654.30

CREDIT.

Capital stock	$	592,200.00
Funded debt		869,500.00
Floating debt:		
Interest unpaid		455.00
Bills payable		53,000.00
Vouchers and accounts		177,470.72
Profit and loss—balance		160,028.58
	$	1,852,654.30

DESCRIPTION OF ROAD.

Length of main line of road from Maple River Junction to Mapleton, Iowa	60.15
Length of main line of road in Iowa	60.15
Branches owned by this company:	
Sac City Branch (single track): Wall Lake to Sac City	12.76
Sac City to Correctionville.	45.10
Total length of branches owned by this company in Iowa	57.86
Total length of road belonging to this company	118.01
Total length of steel rails in tracks in Iowa, exclusive of sidings	45.10
Total length of iron rails in tracks in Iowa, exclusive of sidings	72.91
Weights per yard, steel, 50 pounds.	
Weights per yard, iron, 56 pounds.	
Gauge of track, 4 ft. 8½ in.	

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—Fred. L. Ames, Boston, Mass.
Secretary—Henry V. Ferguson, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.
Attorneys—E. S. Bailey, Clinton, Iowa; N. D. Parkhurst, Cedar Rapids, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
J. Van Deventer, Clinton, Iowa.
Wm. T. Glidden, Boston, Mass.
David P. Kimball, Boston, Mass.
Charles E. Vail, Blairstown, N. J.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, March 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss.

Henry V. Ferguson, Secretary of the Maple River Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be be a true, full and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

Signed, HENRY V. FERGUSON,

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

[L. S.] CHAS. H. CLARK,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ROCK ISLAND & PACIFIC

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1888.

CAPITAL STOCK.

Amount authorized by articles of association	$50,000,000.00	
Amount authorized by vote of the company	41,960,000.00	
Amount issued, number of shares, 419,600; amount paid in		$41,960,000.00
Amount of common stock issued		41,960,000.00
Total amount paid in as per books of the company		$41,960,000.00
Amount of stock per mile of road	$ 37,182.10	
Amount of stock representing the road in Iowa	28,184,031.80	
Amount of stock held in Iowa	189,800.00	
Total number of stockholders	2,335.	
Number of stockholders in Iowa	22.	

DEBT.

Funded debt as follows:		
First mortgage bonds, due 1917, rate of interest, 6 per cent		$ 12,500,000.00
Interest paid on same during the year	$ 600,000.00	
C. & S. W. bonds, due 1899, rate of interest 7 per cent		5,000,000.00
Interest paid on same during year	$	
Total funded debt		$ 17,500,000.00
Contingent liability as guarantor of bonds or debts of other roads*		None.
Total amount of debt liabilities		$ 17,500,000.00
Amount of debt per mile of road	$ 15,507.31	
Total amount of stock and debt		$ 59,460,000.00
Amount of stock and debt per mile of road	52,689.41	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Total expended for construction		$ 50,931,468.04
Average cost of construction per mile of road (1,117.19 miles)	$ 45,558.90	

COST OF EQUIPMENT.

Total for equipment		$ 7,155,331.41
Average cost of equipment per mile of road operated by company (1,282.42 miles)	$ 5,183.45	
Proportion of cost of equipment for Iowa		
Total cost of road and equipment		$ 58,086,799.45
Average cost of road and equipment per mile owned (1,117.19 miles)	$ 51,998.66	
Proportion of cost of road and equipment for Iowa,	39,474,653.98	

*NOTE.—This company leases the Keokuk & Des Moines Railroad, paying as rental a percentage of gross earnings, and guarantees that the rental shall amount to a sum equal to five per cent on $2,750,000.00 bonded indebtedness.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading, bridging and masonry, and superstructure, including rails, additional tracks, reducing grades, etc.		$ 482,043.94
Land and land damages		26,747.71
Fencing		2,648.05
Engine houses, car sheds, turntables, and machine shops, including machinery and tools		6,890.41
Engineering, agencies, salaries, and other expenses during construction		9,029.10
Total for construction		$ 527,359.21

EQUIPMENT.

Total for equipment		$ 139,554.33
Total expenditures charged to property accounts		$ 666,913.54

Amount the capital has been increased by stock or other dividends that is not represented by actual increase of property —dividing surplus or any other increase:

GENERAL EXHIBIT.

Total earnings		$ 12,142,930.02
Total expenses, including taxes		6,954,437.55
Net earnings		5,188,492.47
Rentals, specifying amount paid to each company		451,958.14
Peoria & Bureau Valley Railroad	$ 125,000.00	
Keokuk & Des Moines Railroad	141,209.70	
Hannibal & St. Jo Railroad	38,153.04	
Missouri River bridge tolls	147,595.40	
Interest accruing during the year		950,000.00
Interest paid during the year		950,000.00
Interest on funded debt		950,000.00
Interest paid on funded debt		950,000.00
Dividends declared (7 per cent)		2,987,186.00
Balance for the year		849,348.33
Interest falling due during the year and not paid		None.
Balance at commencement of the year		993,803.76
Balance at the close of the year, June 30, 1883		1,843,152.09
Income from other sources than earnings		530,000.00
Total income from all sources for the year		$ 12,672,930.02

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$1,962,082.59	
From through passengers	1,250,393.57	
From all passengers		$ 3,212,476.16
From express and baggage		165,894.64
From mails		222,188.34
From other sources, passenger department		103,243.45
Total earnings, passenger department		$ 3,703,802.59
Earnings per train mile run (2,382,431 miles)	$1.56	
Earnings, freight:		
From local	$4,121,298.24	
From through	2,727,957.37	
Total earnings, freight department		$ 7,849,255.61
Earnings per train mile run (5,044,341 miles)	$ 1.55	
Total transportation earnings		$ 11,553,058.20
Earnings per train mile run, from all trains earning revenue (7,426,772 miles)	$ 1.55	
Earnings per mile of road operated (1,380.42 miles)	8,369.24	
Proportion of earnings for Iowa		6,931,834.92
Rents received for use of road, and stations, etc		188,763.14
Car mileage (credit balances)		141,785.86
Income from all other sources		259,322.82
Exchange interest and discount	$ 247,076.49	
Telegraph earnings	12,246.33	
Total income from all sources		$ 12,142,930.02
Proportion of income for Iowa	$7,285,758.01	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 921,300.93
Renewal of rails	65,358.99
Number tons laid, steel 6,272 400-2240.	
Number tons laid, iron, none.	
Renewal of ties	179,783.71
(Number laid, 399,519.)	
Repairs of bridges, including culverts and cattle-guards	242,241.39
Repairs of fences, road-crossings, and signs	43,954.03
Repairs of buildings, stations, and water-tanks	111,180.93
Total	$ 1,563,819.98

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 350,184.86
Repairs of passenger cars		162,417.47
Repairs of freight cars		483,474.43
Total		$ 996,076.76

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 660,983.52
Water supply		65,408.17
Oil and waste		44,958.10
Locomotive service		626,941.63
Passenger train service		144,543.12
Passenger train supplies		22,900.55
Mileage of passenger cars (debit balance)		13,691.12
Dining car expenses		94,080.05
Freight train service		267,659.39
Freight train supplies		40,415.85
Mileage of freight cars (debit balance)		138,376.53
Telegraph expenses (maintenance and operating)		121,477.34
Damage and loss of freight and baggage		9,573.04
Damages to property and cattle		30,319.48
Personal injuries		46,241.25
Agents and station service		870,641.75
Station supplies		90,803.68
Total		$ 3,289.014.57

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks			$ 197,882.83
Legal expenses			43,242.90
Stationery and printing			67,973.22
Outside agencies and advertising			361,558.80
Contingencies			76,605.96
Taxes in Iowa	$ 179,263.68		
Taxes in other States	178,998.83	Total taxes	358,262.51
Total			$ 1,105,526.24

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 1,563,819.98
Maintenance of motive power and cars		996,076.76
Conducting transportation		3,289,014.57
General expenses, including taxes		1,105,526.24
Total operating expenses and taxes		$ 6,954,437.55
Operating expenses and taxes per mile of road	$ 5,037.91	
Operating expenses and taxes per train mile run, for trains earning revenue (7,426,772 miles), cents	.94	
Proportion of operating expenses and taxes for Iowa		4,172,662.53
Expenses of running and management of passenger trains		1,052,484.66
Expenses of running and management of passenger trains, per train mile, cents	44.2	
Expenses of running and management of freight trains		2,236,529.91
Expenses of running and management of freight trains, per train mile, cents	44.3	
Expenses of running and management of all trains earning revenue		3,289,014.57
Percentage of expenses to income	57.27	

GENERAL RECAPITULATION.

Total income		$ 12.142,930.02
Total operating expenses and taxes		6,954,437.55
Net income above operating expenses and taxes		5,188,492.47
Net income above operating expenses, taxes, interest, and rental		3,786,534.38
Gross income per train mile run (9,693,134 miles)	$ 1.25	
Net income per train mile run (9,693,134 miles)	0.39	
Percentage of net income to stock and debt	6.4	
Percentage of net income to cost of road and equipment	6.5	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 1,663,803.76
Surplus at the close of the year	3,043,152.09
The amount invested in railroad stocks	3,508,210.96
Give the name of each road, and the number of shares owned in each of them and the par value of shares:	
Give amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:	
The amount of its own stock or bonds owned by the company.	1,800,000.00
Amount absorbed in construction and equipment	666,913.54

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, MARCH 31, 1883.

DEBIT.

Cost of road and equipment, including all branch roads owned by this company	$ 57,720,672.68
Cost of railroad bridge at Rock Island	758,526.10
Capital stock and bonds of connecting roads	3,508,210.93
Loans payable on demand and cash in New York	1,415,299.39
Six per cent Chicago, Rock Island & Pacific Railroad bonds	1,800,000.00
Due from post-office department	56,133.27
Stock of material, fuel, etc., on hand	275,739.19
Cash and balances due from other roads in the hands of local treasurer at Chicago	26,595.16
Total	$ 65,561,176.72

CREDIT.

Capital stock fixed, $50,000,000.00; amount issued		$ 41,959,800.00
Fractional scrip outstanding, convertible into stock		200.00
Six per cent mortgage coupon bonds	$6,950,000.00	
Six per cent mortgage registered bonds	5,550,000.00	
		12,500,000.00
Chicago & Southwestern bonds, guaranteed		5,000,000.00
Addition and improvement account		5,800,000.00
Suspense account		10,149.54
Profit balance of income account		291,027.18
Total		$ 65,561,176.72

DESCRIPTION OF ROAD.

Length main line of road from Chicago to Council Bluffs, miles		500.45
Length main line of road in Iowa		318.25
Length main line of road in Illinois		182.20
Length of double track on main line, miles		140.00
Same in Iowa		4.00
Branches owned by this company:		
South Englewood to South Chicago, miles	7.51	
Davenport to Knoxville	142.25	
Washington to Leavenworth	272.38	
Wilton to Muscatine	12.50	
Atlantic to Audubon	24.54	
Des Moines to Winterset and Indianola	48.24	
Avoca to Harlan	11.84	
Newton to Monroe	17.00	
Atlantic to Griswold	14.71	

Mt. Zion to Keosauqua	4.50	
Menlo to Guthrie Center	14.58	
Avoca to Carson	17.61	
Atchison Junction to Winthrop	29.08	
Total length of branches owned by this company		616.74
Total length of branches owned by this company in Iowa		437.15
Total length of branches owned by this company in Illinois		7.51
Total length of branches owned by this company in Missouri		170.08
Total length of branches owned by this company in Kansas		2.00
Total length of road belonging to this company		1,117.19
Aggregate length of sidings and other tracks not above enumerated		262.75
Same in Iowa		141.42
Aggregate length of track owned, computed as single track, exclusive of sidings		1,257.19
Same in Iowa		759.40
Total length of steel rails in tracks in Iowa, exclusive of sidings		623.60
Total length of iron rails in tracks in Iowa, exclusive of sidings		294.00
Weights per yard, steel, 60 pounds.		
Weights per yard, iron, 56 to 60 pounds.		
Gauge of track, 4 feet 8½ inches.		

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Bureau, Ill., to Peoria, Ill., miles	46.72
Des Moines, Iowa, to Keokuk, Iowa	162.20
Cameron, Mo., to Kansas City, Mo.	54.31
(Lease of right to run trains over H. & St. Jo. R. R.)	
Total length of above roads	263.23
Total length of above roads in Iowa	162.20
Total length of above roads in other States (Illinois)	46.72
Total length of above roads in other States (Missouri)	54.31
Total miles of road operated by this company	1,380.42
Total miles road operated by this company in Iowa	917.60

STATIONS.

Number of stations on all roads owned by this Company	186
Same in Iowa	113
Number of stations on all roads operated by this company	222
Same in Iowa	143
Number of telegraph offices in stations in Iowa	88

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	8,370
Same in Iowa	5,022
Amount paid employes, including officials, on all roads operated by this company, average monthly salaries	$ 333,977.57
Same in Iowa	200,386.54

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	23	2,672
Combination bridges over 100 feet in length	27	3,995
Iron bridges over 100 feet in length	42	5,285
Wooden truss bridges under 100 feet in length	114	6,455
Combination bridges under 100 feet in length	3	205
Iron bridges under 100 feet in length	6	286
Wooden trestle and pile	1,655	109,257
Iron trestle	5	984

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	4	90
Less than 20 feet opening	146	1,158

BOX CULVERTS IN IOWA.

Timber	382	1,440
Stone	181	640

CATTLE-GUARDS.

Number in Iowa	1,634	13,072

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		1,601,762
Timber culverts replaced with stone	5	18
Timber culverts replaced with sewer pipe	17	34
Timber culverts replaced with timber	27	108

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Rock Creek	Truss	Wood	July, 1882	184
East Des Moines, cut off	Trestle	Wood	July, 1882	48
East Des Moines, cut off	Trestle	Wood	July, 1882	1,892
East Des Moines, cut off	Trestle	Wood	July, 1882	80
East Des Moines, cut off	Combination	Wood and iron	July, 1882	612
Total				2,816

Give the average number of years the trestle and pile bridges last on your road in Iowa. Nine years.

Give the average number of years that wooden truss bridges last on your road in Iowa. Nine years.

ROAD-BED AND TRACK.

Number of track sections in Iowa	162
Average length of sections, miles	5.51
Average number of men in each section gang	6
Number of new ties laid in track during the year in Iowa	270,899
Average number of new ties per mile of road	292
New rails laid in track during the year in Iowa—steel [3,000 tons], miles	30.5
Total track laid with new rails during the year in Iowa, miles.	30.5

What is the average number of years that iron rails last in your track on main line in Iowa? Seven.

What is the average number of years that iron rails last in your track on branches in Iowa? Eight.

What is the average number of years that steel rails last in your track on main line in Iowa? Twelve and a half.

What is the average number of years that steel rails last in your branches in Iowa? Have none.

What is the average number of years that ties last in your track in Iowa? Six and a half.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R'y, at Columbus Junction and West Liberty.

Central Iowa R'y, at Grinnell and Givin.

Wabash, St. Louis & Pacific R'y, at Harvey, Belknap, Centerville and Des Moines (three times).

Chicago, Burlington & Quincy R. R., at Indianola, Des Moines, Council Bluffs, Ottumwa and Fairfield.

Chicago, Burlington & Kansas City R'y, at Farmington.

St. Louis, Keokuk & Northwestern R'y, at Keokuk.

Des Moines & Fort Dodge R. R., at Des Moines and Valley Junction.

Des Moines, Osceola & Southern R. R., at Lothrop.

Des Moines, St. Louis & Northern R. R., at Des Moines.

Chicago, Milwaukee & St. Paul R'y, at Davenport, Neola, and Council Bluffs.

Chicago & Northwestern R'y, at Council Bluffs.

K. & D. M. Div. crosses Oskaloosa Div. at Knoxville Junction.

K. & D. M. Div. crosses Southwestern Div. at Eldon.

What railroads cross your road, either over or under, and at what locality?
Central Iowa Railway at Oskaloosa.
Chicago, Burlington & Pacific Railroad at Oskaloosa and Brighton.
Burlington & Western Railway at Brighton.
Burlington, Cedar Rapids & Northern Railroad at Iowa City.

Number of highway crossings at grade	958
Number of highway crossings at which there are flagmen	19
Number of highway crossings over railroad	25
Number of highway crossings under railroad	41
Number of highway bridges 18 feet above track	24
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa	1,356½
What is the average cost per rod	$ 1.20
What is the total cost of same	
How many miles of new fencing have you built during the year	17½
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Mahaska county	13.02
In Marion county	22.82
In Lee county	0.16
In Van Buren county	8.80
In Wapello county	5.50
In Jasper county	16.00
In Polk county	12.00
Total miles	7,810

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	18	292	310
Number of passenger cars (six of these are Horton Reclining Chair Cars)	11	117	128
Number of baggage, mail and express cars	6	43	49
Number of sleeping cars (in sixteen of these we own one-half interest)	2	17	19
Number of dining cars		6	6
Number of officers cai 1, pay car 1		2	2
Number of box freight cars	218	4,236	4,454
Number of stock cars	98	923	1,021
Number of platform and coal cars	131	1,694	1,825
Number of other cars (including cabooses)	84	752	836
Total	550	7,790	8,340

Maximum weight of locomotives and tenders, tons	52½
Average weight of locomotives and tenders, tons	44
Number of locomotives equipped with train brake	68
Kind of brake, 1 Eames, by automatic air.	
Maximum weight of passenger cars, tons	30
Average weight of passenger cars, tons	20
Number of cars equipped with train brake	189
Kind of brake, automatic air.	
Number of passenger cars equipped with Miller platform and buffer	189
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 86 tons; tons	240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE (WHOLE LINE).

Miles run by passenger trains during the year	2,382,431
Miles run by freight trains during the year	5,044,341
Miles run by switching trains during the year	1,616,828
Miles run by other trains during the year	649,534
Total train mileage	9,693,134

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	6
Average weight of passenger trains, exclusive of passengers, tons	160
Average number of cars in freight trains	21
Average weight of freight trains, exclusive of freight, tons	220

PASSENGER TRAFFIC.

Number of through passengers carried	196,905
Number of local passengers carried	1,804,215
Number of special ticket passengers carried	765,130
Total number of passengers carried	2,766,251
Total passenger mileage, or passengers carried one mile	130,485,087
Average distance traveled by each passenger, miles	47
Average amount received from each passenger	$ 1.21
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2 .559

FREIGHT TRAFFIC.

Number of tons of through freight carried	1,479,942
Number of tons of local freight carried	1,623,557
Total tons of freight carried	3,103,499
Total mileage of through freight (tons carried one mile)	362,355,256
Total mileage of local freight (tons carried one mile)	304,225,216
Total freight mileage, or tons carried one mile	666,580,472
Average rate per ton per mile received for through freight, cents	1.04
Average rate per ton per mile received for local freight, cents	1.32
Average rate per ton per mile received for all freight, cents	1.18
Average rate per ton per mile received from freight to and from other roads, cents	.97
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	15.74

CAR MILEAGE.

Number of miles run by loaded freight cars east	34,152,304
Number of miles run by loaded freight cars west	37,744,220
Number of miles run by empty freight cars east	11,841,697
Number of miles run by empty freight cars west	9,143,458
Total freight car mileage	92,881,679
Percentage of empty freight cars hauled east to all freight cars hauled east	25.75
Percentage of empty freight cars hauled west to all freight cars hauled west	19.50

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22 to 25
Rate of speed of freight trains, including stops, miles per hour.	10 to 15

TONNAGE OF ARTICLES TRANSPORTED.

	Tons.	Per Cent.
Grain	600,097	19.34
Flour	136,538	4.40
Provisions (beef, pork, lard, etc.)	43,269	1.39
Animals	265,347	8.55
Other agricultural products	26,684	0.86
Lumber and forest products	392,156	12.62
Coal	390,221	12.57
Plaster, lime, and cement	43,560	1.40
Salt	30,682	0.99
Petroleum and oil	27,279	0.88
Iron, steel, and castings	185,687	5.98
Stone and brick	121,606	3.92
Manufactures, articles shipped from point of production	48,369	1.56
Merchandise, and other articles not enumerated above	792,004	25.52
Total tons carried	3,103,499	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	402,517	17.70
Flour	129,523	5.69
Provisions (beef, pork, lard, etc.)	39,157	1.72
Animals	197,942	8.70
Other agricultural products	20,746	0.91
Lumber and forest products	330,935	14.55
Coal	260,224	11.44
Plaster, lime, and cement	25,398	1.12
Salt	21,279	0.93
Petroleum	19,330	0.85
Iron, steel, and castings	138,202	6.08
Stone and brick	65,644	2.89
Manufactures—articles shipped from point of production	38,578	1.71
Merchandise, and other articles not enumerated above	584,651	25.71
Total tons carried	2,274,126	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DAVENPORT, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons	736,211
East bound number of tons	779,673
Total tons	1,515,884

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? United States Express Company do the usual express business, loading and unloading their own freight in the cars furnished by the railway company, and paying a rate equal to double first class freight rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all "Color Lines" are run on this road, but have no preference in speed or rates over freight in this company's cars. No contracts.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping cars are run by Pullman Palace Car Company; rates, $2 per double berth. Dining cars are run by railway company; rate, 75 cents per meal.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. The Pullman Palace Car Co. own half interest in the sleeping cars run by this company, and the net earnings are divided equally between the Pullman and railway companies.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $214,512.56 per annum. No contract.

What amount have you paid for receiving and delivering mail to and from stations on your road? $2,522.36 per annum.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Co., 1,381 miles.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the congressional grants	550,193.51
State the number of acres yet to inure to your company from congressional grants	Uncertain, but small.
State the average price at which these lands have been sold or contracted by the company, (per acre about)	$ 8.50
State the number of acres sold	519,068.54
State the amount received from sales,	3,170,418.77
State the amount unpaid on outstanding contracts	1,335,175.19
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883	3,938,539.29
State the amount expended in sale and management of lands	238,225.80
State the amount of taxes paid on lands	584,709.90
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	3,115,604.09

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED AND INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
July 16	Unknown, tramp	Avoca	Struck by train ; death.
July 22	M. Whalen, flagmen	Des Moines	Struck by engine ; death.
July 29	G. W. Tungate, citizen	Des Moines	Walking on track ; loss of arm.
August 10	C. Wilson, section man	Des Moines	Walking on track ; death.
August 21	John Varhell, passenger	Victor	Boarding train ; drunk ; loss of leg.
September 1	John Colvan, brakeman	Eldon	Standing on track ; loss of foot.
September 4	John E. Biles, wiper	Muscatine	Boarding train ; loss of leg.
September 6	Z. Fidlar, passenger	Des Moines	Jumping from train ; loss of hand.
September 12	G. E. Cormack, brakeman	Perlee	Coupling cars ; death.
September 13	F. Eisenthorn, citizen	Mt. Zion	Crossing track ; death.
September 18	Geo. Nehoer, passenger	Walcott	Jumped from train ; death.
September 18	H. Thomas, brakeman	Centerville	Fell from top of train ; death.
September 21	D. Rochelle, brakeman	Malcom	Fell from top of train ; death.
September 21	C. Ringler, citizen	Marengo	Fell from top of train ; death.
October 5	G. H. Downing, brakeman	Davenport	Coupling cars ; death.
October 18	W. W. York, brakeman	Centerville	Fell from top of car at night ; death.
October 26	Unknown, tramp	De Soto	Walking on track ; death.
October 28	Mrs. M. Titus, passenger	Columbus Junction	Jumped from train ; loss of leg.
December 15	C. Bratt, citizen	Wilton	Walking on track ; death.
1883.			
February 9	F. Huntley, brakeman	Des Moines	Caught between trains ; death.
March 20	W. Whitsett, brakeman	Earlham	Getting off moving train ; loss of leg.
April 10	J. Rush, citizen	Moscow	Driving across track ; death.
April 25	John Graham, citizen	Perlee	Walking on bridge ; death.
May 30	J. Gregg, section man	Colfax	Asleep on track ; death.
June 6	F. Schrader, citizen	Montpelier	Asleep on track ; drunk ; death.
June 9	E. Wynmore, citizen	Rose Hill	Idiot ; standing on track ; death.
June 11	Jno. Pine, citizen	Des Moines	Boarding moving train ; death.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Collisions	....	1	....	....	....	....
Caught in frogs	....	2	....	....	....	....
Coupling cars	....	3	....	....	....	....
Falling from trains	....	3	1	1	....	....
Getting on and off trains	1	....	1	2	2	....
Highway crossings	....	....	1	....	....	....
Miscellaneous	....	....	....	....	1	....
Trespassers on track	....	....	7	....	....	1
Total	1	9	10	3	3	1

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	20
Number of persons injured during the year	7
Number of casualties purely accidental during the entire year	7
Number resulting from lack of caution, carelessness, or misconduct	20
Number of persons killed or injured while intoxicated	2
Number of trespassers on track killed or injured	8
Number of tramps or others stealing rides killed or injured	3

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Chicago.

Vice-Presidents — David Dows, New York.
A. Kimball, Chicago.

Secretary and Treasurer—F. H. Tows, New York.

Local Treasurer—W. G. Purdy, Chicago.

General Manager—R. R. Cable, Chicago.

General Superintendent—A. Kimball, Chicago.

Assistant General Superintendent—H. F. Royce, Davenport.

Division Superintendents— R. H. Chamberlin, Chicago.
John Givin, Des Moines.
Geo. F. Walker, Trenton, Mo.
J. C. Coombs, Keokuk.

Superintendent of Telegraph—A. R. Swift, Chicago.

Auditor——C. F. Jilson, Chicago.

General Ticket and Passenger—E. St. John, Chicago.

General Freight Agent—W. M. Sage, Chicago.

Attorney—T. F. Withrow, Chicago.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

David Dows, New York.
Francis H. Tows, New York.
A. G. Dulman, New York.
Jas. R. Cowing, New York.
Sidney Dillon, New York.
Jay Gould, New York.
R. P. Flower, New York.
Benj. Brewster, New York.
H. R. Bishop, New York.
Hugh Riddle, Chicago.
H. H. Porter, Chicago.
R. R. Cable, Chicago.
Geo. G. Wright, Des Moines.

Date of annual meeting of stockholders, first Wednesday in June each year.

Fiscal year of company ends March 31st.

General offices of the company are located at Chicago, Ill.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

Ransom R. Cable, President, and Warren G. Purdy, Local Treasurer, of the Chicago, Rock Island Pacific Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) R. R. CABLE,
WARREN G. PURDY.

Subscribed and sworn to before me, this 3d day of September, A. D. 1883.

JAMES C. HUTCHINS,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 4th day of September, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA

RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1888.

CAPITAL STOCK.

Amount authorized by articles of association	$ 50,000,000.00	
Amount of common stock issued		18,572,993.33
Amount of preferred stock issued and conditions of preferment		10,759,933.31
Total amount paid in as per books of the company		29,332,926.64
Amount of stock per mile of road (in Iowa)	$ 25,000.00	
Amount of stock representing the road in Iowa	1,892,500.00	
Amount of stock held in Iowa	None.	
Total number of stockholders (common)	441	
Total number of stockholders (preferred)	583	
Number of stockholders in Iowa	None.	

DEBT.

Funded debt as follows:

First mortgage bonds, C., St. P., M. & O., due May 1, 1918, rate of interest 6 per cent		$ 3,000,000.00
Interest paid on same during the year	$ 184,832.50	
First mortgage bonds North Wis., due January 1, 1930, rate of interest 6 per cent		800,000.00
Interest paid on same during the year	$ 48,030.00	
First mortgage bonds H. & R. F. R'y, due July 1, 1908, rate of interest 8 per cent		125,000.00
Interest paid on same during the year	$ 10,240.00	
First mortgage bonds St. P. & S. C. R. R., due April 1, 1919, rate of interest, 6 per cent		6,080,000,00
Interest paid during the year	$ 362,910.00	
First mortgage bonds St. P., S. & T. F. R'y, due Jan. 1, 1908, rate of interest, 7 per cent		334,800.00
Interest paid during the year	$ 22,198.75	
Consold. mortgage bonds and scp. C., St. P., M. & O. R'y, due January 1, 1930, rate of interest, 6 per cent		9,823,125.00
Interest paid during the year	$ 555.157.74	
*St. P., S. & T. F. R'y depot grounds bonds, due October 1, 1903, rate of interest, 10 per cent		30,000.00
Interest paid during the year	$	
†Land grant income bonds and scrip C., St. P. & M. R'y, due May 1, 1898, interest 6 per cent		72,562.00
Total amount of funded debt		$ 20,265,487.50
Contingent liability as guarantor of bonds or debts of other roads: Bonds of Minneapolis Eastern R'y Co., guaranteed by this company	$ 75,000.00	
Total amount of debt liabilities		$ 20,265,487.50
Amount of debt per mile of road in Iowa	$ 15,000.00	
Total amount of stock and debt	49,598,414.14	
Amount of stock and debt per mile of road (Iowa)	40,000.00	

* In the company's treasury.

† Convertible into C., St. P., M. & O. R. R. consol. mortgage bonds.'

COST OF ROAD AND EQUIPMENT.

(Not kept separate.)

Total cost of road and equipment	$ 48,481,573.08
Average cost of road and equipment per mile (1008.40 miles)	$ 48,077.72
Proportion of cost of road and equipment for Iowa	3,695,253.56
Average cost of road and equipment per mile in Iowa (76.86 miles)	48,077.72

NOTE.—This company's road is formed by the consolidation and purchase of several distinct properties. The details of cost of which cannot be given separately.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Right of way and real estate	$ 105,840.03
Station buildings	13,443.61
Shops and engine houses	73,089.65
Water stations	22,578.35
Fuel sheds	9,572.06
Miscellaneous buildings	16,320.54
Bridges, culverts, and cattle guards	114,557.34
Fences, switchyards, and crossing	27,552.47
Yard and side tracks	282,345.20
Track scales	7,143.18
Construction of Northern Wisconsin Railway	587,891.42
Construction of Chippewa Falls & Northern Railway	873,204.22
Construction of Norfolk Line	32,651.04
Construction of Florence cut off	79,767.99
Surveys	3,696.67
Telegraph	4,197.20
Ballasting, ditching, reproping, and changing grades	214,405.43
Steel rails	153,065.57
Construction of Minnesota transfer	34,757.27
Second track	12,459.78
Miscellaneous	441.33
Discount on securities and adjustment of State and bond accounts	755,423.74
Total for construction	$ 3,424,404.09

EQUIPMENT.

	Number.		
Locomotives	50	$	573,591.48
Passenger, mail, baggage, and express cars	10		38,495.08
Dining cars	2		23,793.78
Freight and other cars	673		369,555.40
Account transfer steamers, balance			220.21
Total for equipment		$	1,005,655.95
Any other expenditures charged to property account			
Net addition to property account for the year		$	4,430,060.04

GENERAL EXHIBIT.

Total earnings		$	5,085,573.26
Total expenses, including taxes			3,582,779.78
Net earnings			1,502,793.48
Rentals, specifying amount paid to each company			30,677.30
St. Paul, Minneapolis & Manitoba Railroad	$ 18,828.17		
Illinois Central Railroad	12,000.00		
St. Paul Union Depot Company	1,551.18		
Minneapolis & St. Louis Railroad [Company	9,200.00		
	$ 41,579.30		
Less received from Minneapolis & St. Louis Co.	10,902.00		
Interest received during the year Interest paid during the year on floating debt			140,655.50
Interest accrued on funded debt			1,165,091.24
Interest paid on funded debt			
Interest received on balances, etc			140,655.50
Dividends declared (7 per cent) on preferred stock			753,016.25
Balance for the year, deficit			305,335.81
Balance at commencement of the year, surplus			654,497.73
Balance at the close of the year, June 30, 1883			692,123.34
Income from other sources than earnings (lands)			342,961.42
Total income from all sources for the year (earnings and lands)		$	5,428,534.68

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 799,615.32	
From through passengers	547,672.50	
From all passengers		$ 1,347,287.82
From express and baggage		83,452.25
From mails		65,746.98
From other sources, passenger department, (including baggage)		16,167.31
Total earnings, passenger department		$ 1,512,654.36
Earnings per train mile run (917,193 miles)	$1.64.92	
Earnings, freight:		
From local	$ 1,896,307.62	
From through	1,659,491.40	
Other sources, freight department	17,119.88	
Total earnings, freight department		$ 3,572,918.90
Earnings per train mile run (2,242,392 miles)	$1.59.33	
Total transportation earnings		5,085,573.26
Earnings per train mile run, from all trains earning revenue (3,159,585 miles)	$ 1.60.96	
Earnings per mile of road operated (108,759 miles)	4,676.00	
Proportion of earnings for Iowa	320,975.93	
Income from all other sources, land		342,961.42
Total income from all sources		$ 5,428,534.68
Proportion of income for Iowa	$ 320,975.93	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 439,693.91
Renewal of rails	52,837.77
(Number tons laid, steel, ...)	
(Number tons laid, iron, ...)	
Renewal of ties	85,209.55
(Number laid, ...)	
Repairs of bridges, including culverts and cattle-guards	83,086.00
Repairs of fences, road-crossings, and signs	33,502.49
Repairs of buildings, stations and water-tanks	66,440.34
Total	$ 760,770.06

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 236,870.13
Repairs of passenger cars		91,280.21
Repairs of freight cars		235,312.45
Total		$ 563,462.79

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 627,842.65
Water supply		30,368.80
Oil and waste		26,842.11
Locomotive service		326,503.17
Passenger train service		57,591.65
Passenger train supplies		11,454.95
Mileage of passenger cars (debit balance)		17,067.03
Freight train service		158,396.21
Freight train supplies		13,640.65
Mileage of freight cars (credit balance)	$17,733.50	
Telegraph expenses (maintenance and operating)		73,846.00
Damage and loss of freight and baggage		39,459.61
Damages to property and cattle		9,904.91
Personal injuries		21,250.30
Agents and station service		323,916.57
Station supplies		18,961.76
Total		$ 1,739,312.87
Expenses of operating Missouri river transfer		$ 31,445.85

CLASS 4—GENERAL EXPENSES.

Salaries of general and division officers and their clerks			$ 152,537.22
Legal expenses			20,135.25
Insurance			12,663.81
Stationery and printing			33,968.16
Outside agencies and advertising			35,875.90
Contingencies			46,885.18
Taxes in Iowa	$ 15,153.21		
Taxes in other States	170,569.48	Total taxes	$ 185,722.69
Total			$ 487,788.21

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	760,770.06
Maintenance of motive power and cars		563,462.79
Conducting transportation		1,739,312.87
Expenses Missouri river transfer		31,445.85
General expenses, including taxes		487,788.21
Total operating expenses and taxes	$	3,582,779.78

Operating expenses and taxes per mile of road	$	3,294.24
Operating expenses and taxes per train mile run, for trains earning revenue (3,159,585 miles)	$	1.13.40
Proportion of operating expenses and taxes for Iowa.		200,625.00
Percentage of operating expenses and taxes to earnings.		70.45

GENERAL RECAPITULATION.

Total income	$	5,428,534.68
Total operating expenses and taxes		3,582,779.78
Net income above operating expenses and taxes		1,845,754.90
Net income above operating expenses, taxes, interest and rentals		790,641.86

Gross earnings per train mile run (3,159,585 miles)	$1.60.96
Net earnings per train mile run (3,159,585 miles)	0.47.56
Percentage of net income to stock and debt	1.594
Percentage of net income to cost of road and equipment	1.631

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? For the last six months of 1882 one cent per ton per mile is charged on construction material, and materials for repairs were carried free. All material free from Jan. 1, 1883.

If so, state at what rates; the number of tons carried; and the amount credited to earnings. One cent per ton per mile on construction material; last six months of 1882.

SURPLUS.

Surplus at the commencement of the year	$	654,497.73
Surplus at the close of the year		692,123.34
Amount in material and balances from other roads, cash and cash assets		692,123.34

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Cost of road and equipment	$ 48,481,573.03
Stock and bonds owned	1,009,075.48
Materials and supplies	706,953.75
Excess of cash and cash assets over amount of current liabilities	1,675,438.53
Total	$ 51,873,040.79

CREDIT.

Common stock	$ 18,572,993.33
Preferred stock	10,759,933.31
Funded debt	20,265,487.50
Land grants	1,582,503.31
Profit and loss, surplus	692,123.34
Total	$ 51,873,040.79

DESCRIPTION OF ROAD.

Length main line of road from Elroy to Omaha		571.35
Length of main line from North Wisconsin Junction to end of track		120.00
Length main line of road in Iowa	59.42	
Length main line of road in Minnesota	207.42	
Length main line of road in Wisconsin	334.90	
Length main line of road in Nebraska	126.81	
Length of second track on main line	7.54	
Branches owned by this company:		
Stillwater Junction to Stillwater	3.80	
Stillwater to St. Croix bridge	4.39	
Hudson to River Falls	12.21	
Lake Crystal to Elmore	44.00	
Heron Lake to Woodstock	44.00	
Sioux Falls Junction to Salem	98.00	
Luverne to Doon	28.00	
Coburn Junction to Ponca	15.82	
Emmerson to Norfolk	46.40	
Merrillan to Neilsville	14.00	
Chippewa Falls to Rice Lake	46.00	
Superior Junction to Superior City	60.43	
Total length of branches owned by this company		417.05

Total length of branches owned by this company in Iowa	17.44	
Total length of branches owned by this company in Minnesota	149.28	
Total length of branches owned by this company in Wisconsin	132.64	
Total length of branches owned by this company in Nebraska	62.22	
Total length of branches owned by this company in Dakota	55.47	
Total length of road belonging to this company		1,108,40
Aggregate length of sidings and other tracks not above enumerated		123.60
Same in Iowa		15.60
Aggregate length of track, computed as single track, exlusive of sidings		1,123.14
Same in Iowa		76.86
Total length of steel rails in tracks in Iowa, exclusive of sidings		59.42
Total length of iron rails in tracks in Iowa		17.44
Weights per yard, steel, 50 pounds.		
Weights per yard, iron, 50 pounds.		
Gauge of track, 4 feet 8½ inches.		

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:		
St. Paul to Minneapolis		9.90
Le Mars to Sioux City		24.00
Total length of above roads		33.90
Total length of above roads in Iowa	24.00	
Total length of above roads in Minnesota	9.90	
If any part of the road was first opened for operation during the past year, state the date:		
Chippewa Falls to Bloomer, 14.5 miles, September 1, 1882.		
Bloomer to Rice Lake, 31.5 miles, September 11, 1882.		
Superior Junction to Superior City, 60.43 miles, Nov, 12, 1882.		
Total miles of road operated by this company		1,142.30
Total miles of road operated by this company in Iowa		100.86

STATIONS.

Number of stations on all roads owned by this company	197
Same in Iowa	10
Number of stations on all roads operated by this company	200
Same in Iowa	12
Number of telegraph offices in stations in Iowa	12

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (approximate)	4,319
Same in Iowa. Cannot give figures, account of employes being transferred to other States same day.	
Amount paid employes, including officials, on all roads operated by this company (approximate)	$ 2,465,114.81
Same in Iowa (approximate)	154,069.30

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges under 100 feet in length	2	120
Wooden trestle and pile	136	8,250

BOX CULVERTS IN IOWA.

Stone	17	51

CATTLE GUARDS.

Number of in Iowa	No record.

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between Le Mars and State line	Pile	Wood	During the year ending June 30, 1883	40
Total				40

Give the average number of years the trestle and pile bridges last on your road in Iowa	9
Give the average number of years that wooden truss bridges last on your road in Iowa	9

ROAD-BED AND TRACK.

Number of track sections in Iowa	14
Average length of sections, miles	6
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	33,072
Average number of new ties per mile of road	570
What is the average number of years that iron rails last in your track on main line in Iowa	5
What is the average number of years that iron rails last in your track on branches in Iowa	5
What is the average number of years that steel rails last in your track on main line in Iowa	10

What is the average number of years that steel rails last in your track on branches in Iowa..... 10

What is the average number of years that ties last in your track in Iowa..... 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago & Northwestern Railroad, at Alton.
Chicago, Milwaukee & St. Paul, Railroad, at Sheldon.

Number of highway crossings at grade..... 66

Number of highway crossings at which there are flagmen..... 3

FENCING IN IOWA.

How many miles of fencing have you on your road..... 45

What is the average cost per rod.....$ .70

What is the total cost of same..... ..Not known.

How many miles of new fencing have you built during the year..... 35

Give the number of miles needed on both sides of your track in each county in Iowa.

In Osceola county.....	36 miles.
In O'Brien county.....	12 miles.
In Sioux county.....	35 miles.
In Plymouth county.....	
In Lyon county.....	35 miles.
Total miles needed.....	118

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives.....		181	181
Number of passenger cars.....		60	60
Number of baggage, mail and express cars.....		35	35
Number of parlor and sleeping cars.....		2	2
Number of pay and office cars.....		2	2
Number of dining cars.....		2	2
Number of box freight cars.....	470	3,059	3,529
Number of stock cars.....		210	210
Number of platform cars.....		1,073	1,073
Number of coal cars.....		200	200
Number of other cars:			
Caboose, 99; derrick and tool, 7; pile driver, 3...		109	109
Total cars.....	470	4,752	5,222

Maximum weight of locomotives and tenders, tons	35
Average weight of locomotives and tenders, tons	
Number of locomotives equipped with train-brake	84
Kind of brake: Westinghouse automatic.	
Maximum weight of passenger cars, tons	20½
Average weight of passenger cars, tons	20
Number of cars equipped with train-brake. All passenger equipment.	
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer: All passenger equipment.	
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight: Varies greatly on different divisions. No average can be given that would be reliable.	

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	917,193
Miles run by freight trains during the year	2,242,392
Miles run by switching trains during the year	977,336
Miles run by other trains during the year	751,801
Total train mileage	4,888,722

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains (approximate)	5.32
Average weight of passenger trains, exclusive of passengers, tons (approximate)	106 4-10
Average number of cars in freight trains (approximate)	15.59
Average weight of freight trains, exclusive of freight, tons (approximate)	140.31

PASSENGER TRAFFIC.

Total number of passengers carried	872,878
Total passenger mileage, or passengers carried one mile	54,991,339
Average distance traveled by each passenger, miles	63
Average amount received from each passenger	$ 1.54
Highest rate of fare per mile for any distance	.04
Lowest rate of fare per mile for any distance	.01
Average rate of fare per mile for all passengers, cents	2.45

FREIGHT TRAFFIC.

Total tons of freight carried (approximate)	1,990,171
Total freight mileage, or tons carried one mile (approximate)	282,206,271
Average rate per ton per mile received for all freight, cents (approximate)	1.26

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	11,350,315
Number of miles run by loaded freight cars west and north	15,313,852
Number of miles run by empty freight cars east and south	6,037,677
Number of miles run by empty freight cars west and north	2,248,898
Total freight car mileage	34,950,742
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	34.72
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	12.80

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	22½
Rate of speed of freight trains, including stops, miles	10½

TONNAGE OF ARTICLES TRANSPORTED.

(These statistics not kept.)

TONNAGE CROSSING THE MISSOURI RIVER TRANSFER, AT SIOUX CITY, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	34,278
West bound number of tons	65,130
Total tons	99,408

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The American Express Company; they pay one and one-half times first class tariff freight rates. The express company handles its own freight.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? The cars of all transportation companies are allowed to run over the road. This company pays the usual mileage, three-fourth cents per mile for use of same. No preference is given to cars or freight of any company.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each? Northwestern Car Trust Company, Chicago, Illinois, $39,546.08.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Pullman Palace Car Company run sleepers on this company's main line between St. Paul and Sioux City and St. Paul and Elroy. They charge about $1.00 east of St. Paul and $1.50 west of St. Paul, in addition to regular passenger fare, for distance on this road.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings: This company pays the sleeping car company three cents per mile for use of sleeping cars. The sleeping car company receives all revenue for use of seats and berths.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $71.82 per mile per annum on main line; $42.75 per mile per annum on branches.

What amount have you paid for receiving and delivering mail to and from stations on your road? For delivering mail in St. Paul, $440.00.

TELEGRAPH.

How many miles of telegraph are owned by your company? Telegraph mileage same as miles of road; owned jointly by Western Union Telegraph Company and railroad company, one-half each.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Telegraph lines extend whole length of main line and branches; owned jointly by the railroad company and the Western Union Telegraph Company, one-half each.

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from Congressional grants.....
State the number of acres yet to inure to your company from Congressional grants.....
State the average price at which these lands have been sold or contracted by the company.....
State the number of acres sold .....
State the amount received from sales .....
State the amount unpaid on outstanding contracts.....
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30, 1883.....
State the amount expended in sale and management of lands.
State the amount of taxes paid on lands .....
State the amount realized from the sale of lands above the expenses incurred in the management and taxes .....

(No land grant in Iowa).

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
September 15	Peter Rigley	Sheldon	Coupling.
October 17	George Pratt	Sibley	Coupling.
*November 2	Peter Netter	Ashton	From lack of caution.
*Decemb'r 13	S. M. Smith	Lemars	From lack of caution.
1883.			
January 13	A. Monk	Sheldon	Purely accidental.

* Reported to Railroad Commissioner at time of injury. Several trifling injuries not included.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	.....	2	.....
Miscellaneous	.....	3	.....
Total	.....	5	.....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year (not including very trifling injuries)	5
Number of casualties purely accidental during the entire year	1
Number resulting from lack of caution, carelessness or misconduct	4

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Marvin Hughitt, Chicago, Ill.
Vice-President—M. L. Sykes, New York, N. Y.
Secretary—C. W. Porter, Hudson, Wis.
Treasurer—M. L. Sykes, New York, N. Y.
Assistant President—E. W. Winter, St. Paul, Minn.
General Superintendent—Jno. M. Whitman, St. Paul, Minn.
Division Superintendents—A. A. Hobart, St. Paul, Minn.; Hugh Spencer, St. James, Minn.; George V. Morford, Omaha, Nebraska.
Chief Engineer—C. W. Johnson, St. Paul, Minn.
Superintendent of Telegraph—H. C. Hope, St. Paul, Minn.
Auditor—H. A. Gray, St. Paul, Minn.
General Passenger Agent—T. W. Teasdale, St. Paul, Minn.
General Traffic Manager—J. H. Hiland, St. Paul, Minn.
General Solicitor—Jno. C. Spooner, Hudson, Wisconsin.

DIRECTORS.

Marvin, Hughitt, Chicago, Ill.
R. P. Flower, New York, N. Y.
David Dows, New York, N. Y.
W. D. Washburn, Minneapolis, Minn.
John C. Spooner, Hudson, Wis.
Philetus Sawyer, Oshkosh, Wis.
M. L. Sykes, New York, N. Y.

Augustus Shell, New York, N. Y.
A. H. Wilder, St. Paul, Minn.
W. K. Vanderbilt, New York, N. Y.
Cornelius Vanderbilt, New York, N. Y.
Albert Keep, Chicago, Ill.
H. McK. Tromblay, New York, N. Y.

Date of annual meeting of stockholders, first Saturday after first Thursday in June.

Fiscal year of company ends December 31st.

General offices of the company are located at St. Paul, Minnesota; Hudson, Wisconsin, and Wall St., New York.

STATE OF MINNESOTA, } ss
COUNTY OF RAMSEY. }

John M. Whitman, General Superintendent, and H. A. Gray, Auditor, of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) J. M. WHITMAN,
H. A. GRAY.

Subscribed and sworn to before me, this 22d day of September, A. D. 1883.

[L. S.] G. HAMILTON,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CROOKED CREEK RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 71,500.00	
Amount authorized by vote of the company	71,500.00	
Amount issued, number of shares, 715; amount paid in		$ 71,500.00
Amount of common stock issued		71,500.00
Total amount paid in as per books of the company		$ 71,500.00

Amount of stock per mile of road	$ 8,411.76	
Amount of stock representing the road in Iowa	All	
Amount of stock held in Iowa	28,600.00	
Total number of stockholders	5	
Number of stockholders in Iowa	2	

DEBT.

Amount of funded debt		None.
Total amount of floating debt		$ 24,098.16
Total amount of debt liabilities		$ 24,098.16

Amount of debt per mile of road	$ 2,835.08
Total amount of stock and debt	95,598.16
Amount of stock and debt per mile of road	11,246.84

COST OF ROAD AND EQUIPMENT.

No new road constructed during the year.

EQUIPMENT.

Passenger, mail, baggage, and express cars, 1	$ 885.00
Total expenditures charged to property accounts	$ 885.00

GENERAL EXHIBIT.

Total earnings	$	8,204.47
Total expenses, including taxes		13,801.17
Net deficit		5,596.70
Interest accruing during the year		1,450.00
Interest paid during the year		1,450.
Interest on floating debt		All.
Balance for the year (deficit)		5,596.7
Balance at commencement of year (deficit)		4,098.16
Balance at the close of the year, June 30, 1883 (deficit)		9,694.86
Total income from all sources for the year	$	8,204.47

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers	$	376.15
From mails		361.62
Total earnings, passenger department	$	737.77
Earnings per train mile run (8.5 miles)	$	.....
Earnings, freight:		
Total earnings freight department	$	7,466.70
Earnings per train mile run (8.5 miles)	$	.....
Total transportation earnings	$	8,204.47
Earnings per train mile run, from all trains earning revenue (8.5 miles), $		
Earnings per mile of road operated (8.5 miles) $ 965.23		
Total income from all sources	$	8,204.47

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	2,435.00
Renewal of rails		2,208.90
(Number of tons laid, steel, 46.)		
Renewal of ties		1,074.75
(Number ties laid, 2,828.)		
Repairs of bridges, including culverts and cattle-guards		689.60
Repairs of buildings, stations and water tanks		35.75
Total	$	6,444 00

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	592.85
Total	$	592.85

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	981.00
Water supply		468.00
Oil and waste		238.60
Locomotive service		1,404.00
Freight train service		745.00
Freight train supplies		36.50
Mileage of freight cars (debit balance)		162.70
Telegraph expenses (maintenance and operating)		12.75
Damages to property and cattle		25.00
Personal injuries	None.	
Agents and station service		900.00
Station supplies		24.50
Total	$	4,998.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,200.00
Stationery and printing		26.50
Taxes in Iowa		539.77
Total	$	1,766.27

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	6,444.00
Maintenance of motive power and cars		592.85
Conducting transportation		4,998.05
General expenses, including taxes		1,766.27
Total operating expenses and taxes	$	13,801.17
Operating expenses and taxes per mile of road	$	1,623.66
Percentage of expenses to income		Greater.

GENERAL RECAPITULATION.

Total income	$	8,204.47
Total operating expenses and taxes		13,801.17
Net income above operating expenses and taxes, deficit		5,596.70

SURPLUS.

Surplus at the commencement of the year	Deficit.
Surplus at the close of the year	Deficit.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Estimated value of road-bed, rails, and bridges	$	35,000.00
Estimated value of rolling stock		3,600.00
Estimated value of stations, buildings, and fixtures		2,200.00
Estimated value of coal land property		20,505.00
Deficit at closing of accounts, June 30th, 1883		9,694.86
	$	71,500.00

CREDIT.

Capital stock issued	$	71,500.00
	$	71,500.00

DESCRIPTION OF ROAD.

Length of main line of road from Judd to Lehigh, in Iowa	8.50
Total length of road belonging to this company	8.50
Aggregate length of sidings and other tracks not above enumerated	.50
Total length of steel rails in tracks in Iowa, exclusive of sidings	.50
Total length of iron rails in tracks in Iowa	8.00

Weights per yard, steel, 41½ pounds.
Weights per yard, iron, 30 pounds.
Gauge of track, 4 feet, 8½ inches.

STATIONS.

Number of stations on all roads owned by this company	2
Number of stations on all roads operated by this company	2
Number of telegraph offices in stations in Iowa	None.

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		6
Amount paid employes, including officials, on all roads operated by this company	$	4,249.00

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	1	370
Wooden trestle and pile	11	500

BOX CULVERTS IN IOWA.

Timber	4	80

CATTLE GUARDS.

Number in Iowa	9

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	12,500

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	8.5
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	2,828
Average number of new ties per mile of road	333
New rails laid in track during the year in Iowa—steel (46 tons)	
Total track laid with new rails during the year in Iowa, miles.	.50

FENCING IN IOWA.

How many miles of fencing have you on your road	None.
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Webster county (about)	10

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	1	1
Number of combination cars	1	1
Number of other cars (1 hand and 1 velocipede)	2	2
Total	3	3

Maximum weight of locomotives and tenders, tons	20
Average weight of locomotives and tender, tons	20
Number of locomotives equipped with train brake	None.

Kind of brake, common lever.

The amount of tonnage that can be carried over your road exclusive of cars by an engine of given weight. Weight of engine 20 tons, from 50 to 60 tons up our grade.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	8,100
Total train mileage	8,100

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains	8
Average weight of freight trains, exclusive of freight, tons	24

PASSENGER TRAFFIC.

Number of local passengers carried	1,254
Total number of passengers carried	1,254
Total passenger mileage, or passengers carried one mile	10,659
Average distance traveled by each passenger, miles	8.5
Average amount received from each passenger, cents	30
Highest rate of fare per mile for any distance, cents	3½
Lowest rate of fare per mile for any distance, cents	3½
Average rate of fare per mile for all passengers, cents	3½

FREIGHT TRAFFIC.

Number of tons of local freight carried	9,005
Total tons of freight carried	9,005
Total mileage of local freight (tons carried one mile	76,543
Total freight mileage or tons carried one mile	76,543
Average rate per ton per mile received for local freight	$ .0975
Average rate per ton per mile received for all freight	.0975
Average rate per ton per mile received from freight to and from other roads	Same.

Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa, 95.

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles per hour (about)	12

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	60	00.6
Flour	68	00.7
Provisions (beef, pork, lard, etc.)	10	00.1
Animals	120	01.4
Lumber and forest products	690	07.6
Coal	6,887	76.6
Plaster, lime and cement	11	00.1
Salt	16	00.2
Petroleum	10	00.1
Stone and brick	845	09.4
Merchandise, and other articles not enumerated above	288	03.2
Total tons carried	9,005	100

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Daily mail each way; $363.37 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? Nothing.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—W. C. Willson, Webster City, Iowa.
Vice-President—T. H. Judd, Milwaukee, Wis.
Secretary—J. M. Funk, Webster City, Iowa.
Treasurer—J. M. Funk, Webster City, Iowa.
General Manager—W. C. Willson, Wester City, Iowa.
Auditor—Geo. W. Post, Lehigh, Iowa.
General Passenger Agent—Geo. W. Post, Lehigh, Iowa.
General Freight Agent—Geo. W. Post, Lehigh, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. C. Willson, Webster City, Iowa.
J. M. Funk, Webster City, Iowa.
T. H. Judd, Milwaukee, Wis.
Geo. Burnham, Milwaukee, Wis.
Chas. L. Burnham, Milwaukee, Wis.
J. Q. Burnham, Milwaukee, Wis.

Date of annual meeting of stockholders, May 15.
Fiscal year of company ends (have none).
General offices of the company are located at Lehigh, Iowa.

STATE OF IOWA, }
COUNTY OF HAMILTON. } ss.

I, W. C. Willson, President of the Crooked Creek Railroad and Coal Company, of the county of Webster, and State of Iowa, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

W. C. WILLSON,
President C. C. R. R. & C. Co.

Subscribed and sworn to before me, this 12th day of September, A. D. 1883.

O. K. EASTMAN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES & FORT DODGE RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1888.

CAPITAL STOCK.

Amount authorized by articles of association	$ 5,456,000.00	
Amount authorized by vote of the company	$ 5,456,000.00	
Amount issued, number of shares, 50,412.80; amount paid in		$ 5,041,280.00
Amount of common stock issued		4,283,000.00
Amount of preferred stock issued, and conditions of preferment		758,280.00
Entitled to dividends up to seven per cent before any on the common.		
Total amount paid in as per books of the company		$ 5,041,280.00
Amount of stock per mile of road	$ 36,578.67	
Amount of stock representing the road in Iowa.	All	
Amount of stock held in Iowa	No record	
Total number of stockholders	90	
Number of stockholders in Iowa	No record	

DEBT.

Funded debt as follows:		
1,192 bonds due 1905, rate of interest six per cent		$ 1,192,000.00
Interest paid on same during the year	$ 71,520.00	
1,200 bonds due 1905, rate of interest five per cent		1,200,000.00
Interest paid on same during the year	$ 46,665.00	
678 bonds due 1905, rate of interest six per cent		678,000.00
Interest paid on same during the year	$ 42,080.00	
Total amount of funded debt		$ 3,070,000.00
Floating debt:		
Incurred for construction	$ 78,000.00	
Total amount of floating debt		78,000.00
Total amount of debt liabilities		$ 3,148,000.00
Amount of debt per mile of road	$ 22,841.38	
Total amount of stock and debt		8,189,280.00
Amount of stock and debt per mile of road	59,420.05	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

The road having been bought fully equipped we cannot itemize cost of construction and equipment.

Total cost of road and equipment	$ 8,437,536.17
Average cost of road and equipment per mile (137.83 miles)	$61,216.10
Proportion of cost of road and exuipment for Iowa	All.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 175,043.00
Bridging and masonry		44,033.80
Superstructure, including rails		670,752.62
Land, land damages, and fences		28,646.52
Passenger and freight stations, coal sheds, and water stations, engine houses, car sheds, and turntables		36,112.77
Engineering, agencies, salaries, and other expenses during construction		14,355.89
Total for construction		$ 968,944.10

EQUIPMENT.

	Number.	
Locomotives	5	$ 51,100.00
Passenger, mail, baggage, and express cars	1	2,332.80
Freight and other cars	137	60,659.27
Total for equipment		$ 114,092.07
Any other expenditures charged to property account		
Discount on stock and bonds sold		1,262,220.00
Total expenditures charged to property accounts		$ 2,345,256.17

Net addition to property accounts for the year....$2,345,256.17

GENERAL EXHIBIT.

Total earnings		$ 315,056.88
Total expenses, including taxes		232,344.69
Net earnings		82,712.19
Rentals, specifying amount paid to each company		
Illinois Central Railroad Company		3,499.88
Interest accruing during the year		165,989.87
Interest paid during the year		163,454.87
Interest on funded debt		162,800.00
Interest paid on funded debt		160,265.00
Interest on floating debt		3,189.87
Interest paid on floating debt		3,189.87
Dividends declared		None.
Balance for the year, deficit		66,560.39
Interest falling due during the year and not paid		4,950.00
Floating debt liquidated during the year		26,800.00
Balance at commencement of the year		525,827.08
Balance at the close of the year, June 30, 1883		459,266.69
Income from other sources than earnings (increase in lands).		17,682.17
Total income from all sources for the year		332,739.05

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 75,928.79	
From through passengers	13,268.49	
From all passengers		$ 89,197.28
From express and baggage		3,676.28
From mails		5,149.40
From other sources, passenger department		877.57
Total earnings, passenger department		98,900.53
Earnings per train mile run (104,450 miles)	$ 0.95	
Earnings, freight:		
From local	$ 151,237.35	
From through	58,328.42	
From other sources, freight department	1,761.25	
Total earnings, freight department		$ 211,327.02
Earnings per train mile run (118,959 miles)	$ 1.78	
Total transportation earnings		$ 310,227.55

Earnings per train mile run, from all trains earning revenue (223,409 miles)	$ 1.39	
Earnings per mile of road operated (142.90 miles)	$2,170.94	
Rents received for use of road		3,540.60
Rents received for use of stations		1,288.73
Income from all other sources:		
Increase in lands		17,682.17
Total income from all sources		$ 332,739.05
Proportion of income for Iowa		All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 40,785.66
Renewal of ties (number laid 80,000)		9,406.15
Repairs of bridges, including culverts and cattle-guards		5,076.02
Repairs of fences, road-crossings and signs		639.25
Repairs of buildings, stations and water-tanks		10,519.33
Total		$ 66,426.41

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 18,127.21
Repairs of passenger cars		3,138.77
Repairs of freight cars		2,389.31
Total		$ 23,655.29

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 19,381.73
Water supply		2,147.75
Oil and waste		3,154.23
Locomotive service		21,552.17
Passenger train service		4,397.00
Passenger train supplies		682.33
Mileage of passenger cars (debit balance)		523.02
Freight train service		11,014.60
Freight train supplies		510.19
Mileage of freight cars (debit balance		2,587.19
Telegraph expenses (maintenance and operating)		2,156.91
Damage and loss of freight and baggage		450.61
Damages to property and cattle		4,014.83
Personal injuries		373.95
Agents and station service		22,145.26
Station supplies		1,214.26
Total		$ 96,296.03

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 20,545.77
Legal expenses		934.95
Insurance		805.61
Stationery and printing		3,509.66
Outside agencies and advertising		813.96
Contingencies		4,407.64
Taxes in Iowa	$ 14,949.37	
Total taxes		14,949.37
Total		45,966.96

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 66,426.41
Maintenance of motive power and cars		23,655.29
Conducting transportation		96,296.03
General expenses, including taxes		45,966.96
Total operating expenses and taxes		$ 232,344.69
Operating expenses and taxes per mile of road (142.90 miles)		$ 1,625.92
Operating expenses and taxes per train mile run, for trains earning revenue (223,409 miles)	$ 1.04	
Proportion of operating expenses and taxes for Iowa	All.	
Expenses of running and management of passenger trains		$ 18,940.09
Expenses of running and management of passenger trains, per train mile, 18 cents.		
Expenses of running and management of freight trains		43,899.91
Expenses of running and management of freight trains, per train mile, 37 cents.		
Expenses of running and management of all trains earning revenue		62,880.00
Percentage of expenses to income, 70.		

GENERAL RECAPITULATION.

Total income		$ 332,739.05
Total operating expenses and taxes		232,344.69
Net income above operating expenses and taxes		100,394.36
Net income above operating expenses, taxes, interest, and rental (deficit)		66,560.39
Gross income per train mile run (223,409 miles)	$ 1.49	
Net income per train mile run (223,409 miles)	.45	
Percentage of net income to stock and debt	1.23	
Percentage of net income to cost of road and equipment	.1.20	
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.		

SURPLUS.

Surplus at the commencement of the year	$ 525,827.08
Surplus at the close of the year	459,266.69
The amount invested in cash	9,656.01
Agricultural lands and land contracts	209,506.40
Bills receivable	1,000.00
Amount absorbed in construction	208,996.48
Amount in material and balances from other roads	30,107.80

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Cost of road and equipment	$ 8,437,536.17
Real estate	35,728.35
Cash on hand	9,656.01
Due from agents and companies	18,070.80
Material on hand	12,087.00
Bills receivable	1,000.00
Contracts of sale lands	91,659.06
Agricultural lands	117,847.32
Total	$ 8,723,584.73

CREDIT.

Capital stock	$ 5,041,280.00
Funded debt	3,070,000.00
Floating debt	78,000.00
Due other companies and individuals	39,408.71
Bills and pay rolls	35,394.33
Land grant bonds	190.00
Profit and loss	459,266.69
Total	$ 8,723,584,73

DESCRIPTION OF ROAD.

Length main line of road from Des Moines to Ruthven, miles	137.10	
Fort Dodge Junction to Fort Dodge	.73—	137.83
Total length of road belonging to this company		137.83
Aggregate length of sidings and other tracks not above enumerated		24.30
Aggregate length of track, computed as single track, exclusive of sidings		137.83
Total length of steel rails in tracks in Iowa, exclusive of sidings	85.30	
Total legth of iron rails in tracks in Iowa	52.53	

Weights per yard, steel, 56 pounds.

Weights per yard, iron, 50 pounds.

Gauge of track, 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Illinois Central Railroad from Tara to Ft. Dodge Junction .	5.07
If any part of the road was first opened for operation during the past year, state the date:	
Nov. 1, 1882, Rolfe to Ruthven, miles	30
Total miles road operated by this company in Iowa	142.90

STATIONS.

Number of stations on all roads owned by this company, in Iowa	24
Number of stations on all roads operated by this company in Iowa	24
Number of telegraph offices in stations in Iowa	22

EMPLOYES.

Number of persons regularly employed on all roads operated by this company in Iowa	300
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 81,641.80

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length.....	1	110
Wooden truss bridges under 100 feet in length.....	8	200
Wooden trestle and pile.....	112	6,155

ARCH CULVERTS AND VIADUCTS IN IOWA.

Less than 20 feet opening.....	1	30

BOX CULVERTS IN IOWA.

Timber.....	205	6,150

CATTLE-GUARDS.

Number of in Iowa.....	138	1,104

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) (about)		200,000
Timber culverts replaced with sewer pipe.....	4	112

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Between Des Moines and Ashewa.	Pile.....	Wood	July, 1882	80
Between Ashewa and Waukee....	Pile	Wood	July, 1882	288
Fort. Dodge.....	Pile	Wood	July, 1882	120
Between Rolfe and Plover.....	Pile	Wood	1882.....	345
Between Plover and Mallard.....	Pile	Wood	1882.....	69
Between Curlew and Ayrshire	Pile and trestle...	Wood	1882.....	436
Between Ayrshire and Ruthven...	Pile	Wood	1882.....	842
Total.....	.....	.....	.....	2,180

Give the average number of years the trestle and pile bridges last on your road in Iowa.....	9
Give the average number of years that wooden truss bridges last on your road in Iowa.....	12

ROAD-BED AND TRACK.

Number of track sections in Iowa.....	23
Average length of sections, miles.....	5.1
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa... .	108,000
Average number of new ties per mile of road	784
New rails laid in track during the year in Iowa—iron (4,070 tons), miles.....	51.80

New rails laid in track during the year in Iowa—steel (2,358 tons), miles	26.80
Total track laid with new rails during the year in Iowa, miles.	78.60
What is the average number of years that iron rails last in your track on main line in Iowa	12
What is the average number of years that steel rails last in your track on main line in Iowa? Have not had long enough experience to tell.	
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Rock Island & Pacific Railroad at Des Moines.
Chicago, Rock Island & Pacific Railroad at Valley Junction.
Wabash, St. Louis & Pacific Railroad at Waukee.
Chicago, Milwaukee & St. Paul Railroad at Perry.
Minneapolis & St. Louis Railroad at Angus.
Chicago & Northwestern Railroad at Grand Junction.
Chicago & Northwestern Railroad at Gowrie.
Illinois Central Railroad at Tara.
Chicago & Northwestern Railroad at Rolfe.
Chicago, Milwaukee & St. Paul Railroad at Ruthven.

Number of highway crossings at grade	114

FENCING IN IOWA.

How many miles of fencing have you on your road	38
What is the average cost per rod	$ 1.36
What is the total cost of same	$ 16,523.77
How many miles of new fencing have you built during the year.	33.50
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Boone county	1.30
In Greene county	22.99
In Webster county	32.01
In Humboldt county	6.32
In Pocahontas county	16.65
In Palo Alto county	20.56
Total miles	99.83

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	16	16
Number of passenger cars	6	6
Number of baggage, mail and express cars	3	3
Number of box freight cars	62	62
Number of stock cars	20	20
Number of platform cars	48	48
Number of coal cars	100	100
Number of other cars	10	10
Total	249	249
Maximum weight of locomotives and tenders, tons		40
Average weight of locomotives and tenders, tons		30
Number of locomotives equipped with train brake		5
Kind of brake: Westinghouse air brake.		
Maximum weight of passenger cars, tons		24
Average weight of passenger cars, tons		22
Number of cars equipped with train brake		10
Kind of brake: Westinghouse air brake.		
Number of passenger cars equipped with Miller platform and buffer		10
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine, 32 tons, cylinder 16x24, pressure of 100 pounds, and running 15 miles per hour, can carry, tons		230

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	104,450
Miles run by freight trains during the year	118,959
Miles run by other trains during the year	
Total train mileage	223,409

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	3
Average weight of passenger trains, exclusive of passengers, pounds	142,000
Average number of cars in freight trains	18
Average weight of freight trains, exclusive of freight, pounds	420,000

PASSENGER TRAFFIC.

Number of through passengers carried	7,573
Number of local passengers carried	109,394
Total number of passengers carried	116,967
Total passenger mileage, or passengers carried one mile	3,195,482
Average distance traveled by each passenger, miles	27
Average amount received from each passenger	$ .76
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	2.7

FREIGHT TRAFFIC.

Number of tons of through freight carried	38,813
Number of tons of local freight carried	169,661
Total tons of freight carried	208,474
Total mileage of through freight (tons carried one mile)	1,689,909
Total mileage of local freight (tons carried one mile)	7,204,350
Total freight mileage, or tons carried one mile	8,894,259
Average rate per ton per mile received for through freight, cents	3.4
Average rate per ton per mile received for local freight, cents.	2
Average rate per ton per mile received for all freight, cents	2.36
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa	80

CAR MILEAGE.

Number of miles run by loaded freight cars south	321,687
Number of miles run by loaded freight cars north	608,687
Number of miles ruu by empty freight cars south	381,948
Number of miles run by empty freight cars north	77,699
Total freight car mileage	1,390,021
Percentage of empty freight cars hauled south to all freight cars hauled south	54
Percentage of empty freight cars hauled north to all freight cars hauled north	11

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles	23
Rate of speed of freight trains, including stops, miles	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	15,979	7.66
Flour	2,955	1.41
Provisions (beef, pork, lard, etc.)	122	.05
Animals	8,676	4.16
Other agricultural products	7,323	3.51
Lumber and forest products	14,542	6.97
Coal	128,048	61.41
Plaster, lime and cement	4,320	2.07
Salt	565	.27
Petroleum and oil	223	.17
Iron, steel, and castings	166	.08
Stone and brick	7,841	3.76
Manufactures—articles shipped from point of production	2,036	.96
Merchandise, and other articles not enumerated above	15,678	7.52
Total tons carried	208,474	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

Same as above.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? The United States Express Company; $11 per day for eleven months, and $15 per day for one month. American Express Company carries through freight between Des Moines and Angus; compensation, one and a half first-class freight rates. Freights taken from express companies at depot.

U. S MAIL IN IOWA.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service? $444.70 per month —one train each way per day, except Sundays.

What amount have you paid for receiving and delivering mail to and from stations on your road? $300.

TELEGRAPH.

How many miles of telegraph are owned by your company? None.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union Telegraph Company owns 142.90 miles.

LANDS—GONGRESSIONAL GRANT.

State the number of acres of land your company has already received from the Congressional grants	43,882.85
State the number of acres yet to enure to your company from Congressional grants. None.	
State the average price at which these lands have been sold or contracted by the company. About $6.	
State the number of acres sold	30,346
State the amount received from sales	$ 9,279.09
State the amount unpaid on outstanding contracts	91,659.08
State the gross amount received from sales, contracts, forfeited contracts, etc., up to June 30th, 1883	44,394.73
State amount expended in sale and management of lands	868.68
State the amount of taxes paid on lands	4,325.31
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	39,200.74

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
July 27	Jno. Ward, laborer on construction train	Rolfe	Fell from train; his own carelessness.
1883.			
February 8	F. E. Adams, brakeman	Between Tara and Clare	Toes cut off by being caught between draw-bars; his own carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	...	1	....
Falling from trains	....	1	....
Total	....	2	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	None.
Number of persons injured during the year	2
Number resulting from lack of caution, carelessness, or misconduct.	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—C. E. Whitehead, New York.
Vice-President—Chas. Dana, New York.
Secretary—Frank Saunders, New York.
Treasurer—C. E. Whitehead, New York.
Superintendent—C. N. Gilmore, Des Moines.
Chief Engineer—James Carss, Des Moines.
Superintendent of Telegraph—J. T. Hoke, Des Moines.
Auditor—W. C. Matthews, Des Moines.
General Passenger Agent—G. W. Ogilvie, Des Moines.
General Freight Agent—G. W. Ogilvie, Des Moines.
Attorneys—Nourse & Kauffman, Des Moines.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jno. L. Ludlow, Plainfield, New Jersey.
Chas. Dana, New York.
A. G. Agnew, New York.
David E. Greene, New York.
Wm. R. Sands, New York.
David Stewart, New York.
R. P. Fowler, New York.
J. E. Brown, New York.
A. B. Graves, New York.
C. E. Whitehead, New York.

Date of annual meeting of stockholders, first Thursday in June.
Fiscal year of company ends January 1st.
General offices of the company are located at Des Moines, Iowa.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

C. N. Gilmore, Superintendent of the Des Moines & Ft. Dodge Railroad, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

C. N. GILMORE.

Subscribed and sworn to before me this 10th day of September, A. D. 1883.

HORACE G. MOORE,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 11th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & DAKOTA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association (per mile)	$ 15,000.00	
Amount of common stock issued		$ 159,300.00
Amount of preferred stock issued, and conditions of preferment		410,000.00
Preferred stock to receive 6 per cent dividend before the common stock shall participate in dividends.		
Total amount paid in as per books of the company		$ 569,300.00
Amount of stock per mile of road	$ 9,008.00	
Amount of stock representing the road in Iowa	All in Iowa.	
Amount of stock held in Iowa	569,300.00	
Total number of stockholders	28	
Number of stockholders in Iowa	24	

DEBT.

Funded debt as follows:		
Bonds due in 1919, rate of interest 6 per cent		630,000.00
Interest paid on same during the year	$ 37,800.00	
Total amount of debt liabilities		$ 630,000.00
Amount of debt per mile of road	$ 9,968.51	
Total amount of stock and debt	1,199,300.00	
Amount of stock and debt per mile of road	19,005.00	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading, bridging and masonry	$	9,698.35
Land, land damages and fences		3.30
Passenger and freight stations, coal sheds, and water stations.		853.29
Total for construction	$	10,554.94
Average cost of construction per mile of road (63.2 miles)	$	167.00

Proportion of cost of construction for Iowa. All in Iowa.

COST OF EQUIPMENT.

	No.		
Locomotives	2	$	12,992.59
Passenger, mail and express cars	2		5,500.00
Freight and other cars	53		18,873.36
Wrecking cars, pile drivers and tools	1		328.40
Total for equipment		$	37,694.35
Average cost of road and equipment per mile (63.2 miles)		$	19,857.00

Proportion of cost of road and equipment for Iowa. All.

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$	9,390.72
Land, land damages and fences		95.65
Passenger and freight stations, coal sheds and water stations.		1,012.98
Engine houses, car sheds and turntables		50.30
Total for construction	$	10,549.65

EQUIPMENT.

Passenger, mail, baggage and express cars	$	2,800.00
Total for equipment	$	2,800.00
Total expenditures charged to property accounts	$	13,349.65

GENERAL EXHIBIT.

Total earnings	$	72,201.87
Total expenses, including taxes		50,772.90
Net earnings		21,428.97
Rentals, specifying amount paid to each company. None.		
Interest accruing during the year		37,800.00
Interest paid during the year		37,800.00
Total income from all sources for the year	$	72,201.87

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers	$	12,272.83
Express and baggage		423.52
Mails		2,937.62
Total earnings, passenger department	$	15,633.97
Earnings, freight:		
Total earnings, freight department		54,124.18
Total transportation earnings		69,758.15
Earnings per mile of road operated (63.20 miles)	$	1,142.42
Rents received for use of road		None.
Car mileage (credit balances)		1,481.93
Income from all other sources:		
Telegraph earnings		961.79
Total income from all sources	$	72,201.87
Proportion of income for Iowa		All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

*Repairs of road-bed and track	$	15,863.64
Renewal of rails		None.
Renewal of ties:		
(No. laid, 2,790. *Included in road-bed track.)		
Repairs of bridges, culverts and cattle-guards		1,810.48
Repairs of fences, road-crossing, and signs		14.57
Repairs of buildings, stations, and water-tanks		502.88
Total	$	18,191.57

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	1,674.97
Repairs of passenger cars		258.47
Repairs of freight cars		776.75
Total	$	2,710.19

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	6,298.59
Mail service		199.50
Oil and waste		529.30
Locomotive service		3,480.28
Mixed train service, and supplies		2,743.64
Telegraph expenses (maintenance and operating)		302.73
Damage and loss of freight and baggage		127.80
Damages to property and cattle		820.48
Personal injuries	None.	
Bridge watchmen		213.79
Agents and station service		6,388.60
Trackage paid Illinois Central Railroad Company		551.88
Total	$	21,656.59

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	3,810.22
Legal expenses	None.	
Stationery and printing		374.96
Contingencies		275.49
Taxes in Iowa, 3,753.88; total taxes		3,753.88
Total	$	8,214.55

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	18,191.57
Maintenance of motive power and cars		2,710.19
Conducting transportation		21,656.59
General expenses, including taxes		8,214.55
Total operating expenses and taxes	$	50,772.90

Operating expenses and taxes per mile of road, $818.90.

Operating expenses and taxes per train mile run, for trains earning revenue (no data.)

Proportion of operating expenses and taxes for Iowa....All.

Expenses of running and management of passenger trains, mixed.

GENERAL RECAPITULATION.

Total income	$	72,201.87
Total expenses and taxes		50,772.90
Net income above expenses and taxes		21,428.97
Net deficit above operating expenses, taxes, interest		16,371.03

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, DECEMBER 31, 1882.

DEBIT.

Road bed, etc.	$ 800,000.00
Real estate	1,294.67
Construction	420,075.05
Hampton elevator	2,605.18
Equipment	37,694.35
Telegraph construction	5,009.87
Material in store	11,529.66
Tax certificates (paid chiefly in stock)	5,651.14
Income account	4,937.97
Commercial National Bank	1,764.37
Total	$ 1,290,562.26

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	159,300.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Company	43,814.16
Foreign ticket account	98.81
Tax aid and donations	46,779.29
Unpaid coupons	570.00
Total	$ 1,290,562.26

BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE TO JUNE 30, 1883.

DEBIT.

Road bed, etc.	$ 800,000.00
Real estate	1,294.67
Construction ($420,075.05, less $10,006.91, paid by Dubuque & Sioux City Railroad Company)	410,068.14
Hampton elevator	2,605.18
Equipment	37,694.85
Telegraph construction	5,609.37
Material in store	10,888.87
Tax certificates	5,851.14
Income account	14,633.22
Commercial National Bank	1,836.61
Total	$ 1,290,482.05

CREDIT.

Capital stock, preferred	$ 410,000.00
Capital stock, common	159,500.00
Construction bonds	630,000.00
Dubuque & Sioux City Railroad Company	42,817.38
Unpaid Coupons	570.00
Illinois Central Railroad Company	159.14
Foreign ticket account	3.72
Tax aid and donations	47,431.81
Total	$ 1,290,482.05

DESCRIPTION OF ROAD.

Length of main line of road from Sumner to Hampton, miles	63.20
Total length of road belonging to this company	63.20
Agregate length of sidings and other tracks not above enumerated	3.30
Aggregate length of track, computed as single track, exclusive of sidings	63.20
Total length of steel rails in tracks in Iowa, exclusive of sidings	31.16
Total length of iron rails in tracks in Iowa	32.04

(Weights per yard, steel, 45 pounds.)
(Weights per yard, iron, 50 pounds.)
Gauge of track, 4 feet, 8½ inches.

STATIONS.

Number of stations on all roads owned by this company	10
Number of stations on all roads operated by this company	10
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company, (exclusive of laborers)	30
Amount paid employes, including officials, on all roads operated by this company	$ 31,537.43

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges under 100 feet in length	14	840
Wooden trestle and pile	78	11,312

BOX CULVERTS IN IOWA.

Timber	176

CATTLE GUARDS.

Number in Iowa..... 120

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.) 280,171

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
2 miles east of Waverly, Cedar river..	7 spans straining beam	Pine	Aug. and Sept., 1882.	420
2 miles east of Waverly, Cedar river..	Pile, 2 bents.....	Pine	Aug. and Sept., 1882.	48
10 miles west of Waverly.....	Pile, 2 bents.....	Pine	Aug. and Sept., 1882.	16
13 miles west Waverly, Shell Rock river	Straining beam, 5 spans	Pine	Nov. and Dec., 1882.	300
West approach.....	Pile, 4 spans 4 bents...	Pine	Nov. and Dec., 1882.	64
26 miles west of Waverly.....	Pile, 3 bents.....	Pine	Nov. and Dec., 1882.	48
26 miles west Waverly, Boylan's creek	2 spans straining beam	Pine	Nov. and Dec., 1882.	60
East approach.....	2 bents trestle.....	Pine	Nov. and Dec., 1882.	32
West approach.....	15 bents pile.....	Pine	Oct., 1882.....	272
Total.....				1,260

Give the average number of years the trestle and pile bridges last on your road in Iowa..... 9

Give the average number of years that wooden truss bridges last on your road in Iowa..... 9

ROAD-BED AND TRACK.

Number of track sections in Iowa..... 7

Average length of sections, miles..... 9

Average number of men in each section gang (including foreman)..... 4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Illinois Central Railroad, at Waverly.

Burlington, Cedar Rapids & Northern Railroad, at Clarksville.

Number of highway crossings at grade..... 40

FENCING IN IOWA.

How many miles of fencing have you on your road? 8 miles.

Give the the number needed on both sides of your track in each county in Iowa:

In Bremer county.....	22.3 miles.
In Butler county.....	23.7 miles.
In Franklin county.....	9.2 miles.
Total.....	55.2 miles.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	2	2
Number of baggage, mail and express cars (one a combination)	2	2
Number of box freight cars	20	20
Number of stock cars	10	10
Number of platform cars	20	20
Number of other cars	3	3
Total	55	55

Average weight of locomotives and tender: 28 tons.
Number of locomotives equipped with train brake: None.
Kind of brake: Wheel brake.
Maximum weight of passenger cars: 20 tons.
Average weight of passenger cars: 20 tons.
Number of cars equipped with train brake; None.
Kind of brake: Wheel brake.
Number of passenger cars equipped with Miller platform and buffer. None.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 28 tons: 160 tons exclusive; 320 tons including weight of cars; 53 feet maximum grade.

MILEAGE, TRAFFIC, ETC.

Highest rate of fare per mile for any distance..... 3 cents.
Lowest rate of fare per mile for any distance..... 2 cents.
Average rate of fare per mile for all passengers..... 2¼ cents.

FREIGHT TRAFFIC.

Number of tons of local freight carried	45,289
Total tons of freight carried	45,289

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops: 20 miles.
Rate of speed of freight trains, including stops: 12 miles.

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	13,224	.26
Flour	564	.01
Provisions (beef, pork, lard, etc.)	4,470	.10
Animals	7,820	.18
Lumber and forest products	8,762	.22
Coal	2,235	.05
Plaster, lime, and cement	336	.05
Salt	336	.05
Petroleum and oil	144	.03
Iron, steel, and castings	144	.03
Stone and brick	810	.14
Manufactures—articles shipped from point of production	396	.01
Merchandise, and other articles not enumerated above	6,048	.14
Total tons carried	45,289	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	13,224	.26
Flour	564	.01
Provisions (beef, pork, lard, etc.)	4,470	.10
Animals	7,820	.18
Lumber and forest products	8,762	.22
Coal	2,235	.05
Plaster, lime, and cement	336	.05
Salt	336	.05
Petroleum	144	.03
Iron, steel, and castings	144	.03
Stone and brick	810	.14
Manufactures—articles shipped from point of production	396	.01
Merchandise, and other articles not enumerated above	6,048	.14
Total tons carried	45,289	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American Express Company pays $30 per month for messenger,

and 12 cents per 100 for freight. General express business done; received and delivered at stations.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $52.16 per mile per year.

What amount have you paid for receiving and delivering mail to and from stations on your road? $199.50.

TELEGRAPH.

How many miles of telegraph are owned by your company? 63.8.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. B. Dumont, New York.
Vice-President—G. H. Candee, New York.
Secretary—R. E. Graves, Dubuque.
Treasurer—C. H. Booth, Dubuque.
Manager—C. H. Booth, Dubuque.
Superintendent—A. C. Goodrich, Hampton.
Chief Engineer—A. C. Goodrich, Hampton.
Superintendent of Telegraph—H. T. Helgeson, Hampton.
Auditor—W. S. Couch, Dubuque.
General Passenger Agent—W. S. Couch, Dubuque.
General Freight Agent—S. H. Booth, Dubuque.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jas. A. Roosevelt, New York.
Morris K. Jesup, New York.
J. B. Dumont, New York.
Mason Thompson, New York.
H. L. Stout, Dubuque.
C. H. Booth, Dubuque.
Rufus E. Graves, Dubuque.

Date of annual meeting of stockholders, first Tuesday in April.
Fiscal year of company ends December 31st.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Manager, and W. S. Couch, Auditor, of the Dubuque & Dakota Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

C. H. BOOTH,
W. S. COUCH.

Subscribed and sworn to before me, this 24th day of August, A. D. 1883.

[SEAL.] ED. W. DUNCAN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 29th day of August, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

HUMESTON & SHENANDOAH RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 4,000,000.00	
Amount authorized by vote of the company	4,026,000.00	
Amount issued, number of shares, 40,260; amount paid in		$ 4,026,000.00
Amount of common stock issued		4,026,000.00
Total amount paid in as per books of the company		$ 4,026,000.00
Amount of stock per mile of road	$ 35,778.07	
Amount of stock representing the road in Iowa	All.	
Amount of stock held in Iowa	2,013,000.00	
Total number of stockholders	6	
Number of stockholders in Iowa	3	

DEBT.

Funded debt as follows:		
2684 bonds, due January 1, 1913, rate of interest, 7 per cent.		$ 2,684,000.00
Interest paid on same during the year	None	
Total funded debt		$ 2,684,000.00
Total amount of debt liabilities		$ 2,684,000.00
Amount of debt per mile of road	$ 23,852.06	
Total amount of stock and debt	6,710,000.00	
Amount of stock and debt per mile of road	59,630.13	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading		$ 826,741.87
Bridging and masonry		279,820.65
Superstructure, including rails		905,841.75
Land, land damages, and fences		89,076.90
Passenger and freight stations, coal sheds and water stations		57,512.17
Engine houses, car sheds and turntables		19,952.49
Machine shops, including machinery and tools		2,572.68
Engineering, agencies, salaries, and other expenses during construction		58,079.80
All other items charged to construction not enumerated above		12,183.37
Total expended for construction		$ 2,251,781.68
Average cost of construction per mile of road (112.527 miles)	$ 20,011.03	
Proportion of cost of construction for Iowa	All.	

Construction accounts not yet complete. Interest on construction funds and several other small items to be added.

COST OF EQUIPMENT.

Locomotives		$ 220,196.14
Passenger, mail, baggage, and express cars		19,643.10
Freight and other cars		47,781.71
Total for equipment		$ 287,620.95
Average cost of equipment per mile of road operated by company (112.527 miles)	$ 2,556.02	
Proportion of cost of equipment for Iowa	All.	
Total cost of road and equipment		$ 2,539,402.63
Average cost of road and equipment per mile (112.527 miles)	$ 22,567.05	
Proportion of cost of road and equipment for Iowa	All.	

Construction and equipment accounts not yet complete.

GENERAL EXHIBIT.

Total earnings		$ 143,879.63
Total expenses, including taxes		116,377.39
Net earnings		27,502.24
Rentals, specifying amount paid to each company		4,275.48
Missouri, Iowa & Nebraska Railway Company, Wabash, St. Louis & Pacific Railway Company, lessee, for line from Humeston to Van Wert, for which Humeston & Shenandoah Railroad Company holds bond for a deed.		
Interest accruing during the year:		
Missouri, Iowa & Nebraska Railway Co	$ 8,550.96	
Bonded debt	93,940.00	
		102,490.96
Interest paid during the year		4,275.48
Interest on funded debt		93,940.00
Interest paid on funded debt	None.	
Dividends declared	None.	
Deficit for the year	$ 74,988.72	
Interest falling due during the year and not paid		98,215.48
Balance at commencement of the year		326,54
Deficit at the close of the year, June 30, 1883	$ 74,662.18	
Income from other sources than earnings		231.17
Total income from all sources for the year		$ 143,879.63

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 16,086.99	
From through passengers	1,473.50	
From all passengers		$ 17,560.49
From express and baggage		1,770.24
From mails, (covers earnings April 1, 1881, to April 1, 1883).		1,845.22
Total earnings, passenger department		$ 21,175.95
Earnings per train mile run (36,387 miles)	$ .58	
Earnings, freight:		
From local	$41,480.27	
From through	80,992.24	
Total earnings, freight department		$ 122,472.51
Earnings per train mile run (117,884 miles)	$ 1.04	
Total transportation earnings		$ 143,648.46

Earnings per train mile run, from all trains earning revenue (154,271 miles)	$ .93	
Earnings per mile of road operated (112.527 miles)	1,278.62	
Car mileage (credited to earnings)		
Income from all other sources:		
Telegraph earnings	$ 158.07	
New agency	73.10	231.17
Total income from all sources		$ 143,879.63
Proportion of income for Iowa	All.	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	36,278.54
Repairs of bridges, including culverts and cattle-guards		2,385.47
Repairs of fences, road-crossings, and signs		13.75
Repairs of buildings, stations, and water-tanks		932.77
Total	$	39,610.53

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	5,196.83
Repairs of passenger cars		179.76
Repairs of freight cars		4,677.24
Total	$	10,053.83

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	13,573.04
Water supply		2,540.91
Oil and waste		1,081.97
Locomotive service		13,944.15
Passenger train service		2,334.96
Passenger train supplies		321.05
Freight train service		8,206.43
Freight train supplies		1,605.26
Mileage of freight cars (debited earnings)		
Telegraph expenses (maintenance and operating)		10.10
Damage and loss of freight and baggage		383.22
Damages to property and cattle		1,659.95
Personal injuries		202.50
Agents and station service		7,870.42
Station supplies		2,620.04
Total	$	56,354.00

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 7,980.17
Legal expenses		300.00
Insurance		15.00
Contingencies		762.12
Taxes in Iowa	All.	
Total taxes		1,301.74
Total		$ 10,359.03

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 39,610.53
Maintenance of motive power and cars		10,053.83
Conducting transportation		56,354.00
General expenses, including taxes		10,359.03
Total operating expenses and taxes		$ 116,377.39
Operating expenses and taxes per mile of road	$ 1,034.22	
Operating expenses and taxes per train mile run, for trains earning revenue (154,271 miles), cents	.75	
Proportion of operating expenses and taxes for Iowa	All.	
Expenses of running and management of passenger trains		8,115.01
Expenses of running and management of passenger trains, per train mile, (36,887 miles), cents	22.3	
Expenses of running and management of freight trains		35,492.76
Expenses of running and management of freight trains, per train mile (117,884 miles), cents	30.1	
Expenses of running and management of all trains earning revenue		43,607.77
Percentage of expenses to income	80.88	

GENERAL RECAPITULATION.

Total income		$ 144,879.63
Total operating expenses and taxes		116,377.39
Net income above operating expenses and taxes		27,502.24
Net deficit below operating expenses, taxes, interest, and rental		74,988.72
Gross income per train mile run (154,271 miles)	$ .9325	
Net income per train mile run (154,271 miles)	.1780	
Percentage of net income to stock and debt	.0041	
Percentage of net income to cost of road and equipment	.0188	

(Construction accounts not yet complete.)

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	$ 326.54
Deficit at the close of the year	74,662.18
The amount invested in railroad stocks	
Amount absorbed in construction	2,539,462.63
Amount in material and balances from other roads	10,269.21

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Net earnings from last year	326.54
Construction and equipment funds, C., B. & Q. R. R. Co.	1,272,867.70
Construction and equipment fuuds, W., St. L. & P. R'y Co.	1,272,867.70
Revenue accounts, earnings for this year	143,879.63
Unclaimed wages	215.72
Pay rolls and vouchers for June	28,133.28
Total	$ 2,718,290,57

(Construction and equipmenent accounts not yet complete. Interest on construction funds still to be charged, together with other small items.)

CREDIT.

Construction accounts		$ 2,251,781.68
Equipment accounts		287,620.95
Material and supply accounts		6,502.15
Operation accounts, this year		116,377.39
Interest accounts		4,277.38
C., B. & Q. R. R. Co., bills receivable	$ 3,684.13	
W., St. L. & P, R'y Co., bills receivable	82.93	
		3,767.06
Balance cash on hand		47,963.96
Total		$ 2,718,290.57

DESCRIPTION OF ROAD.

Length of main line of road from Humeston to Shenandoah, Iowa	112.527
Total length of road belonging to this company	112.527
Aggaegate length of sidings and other tracks not above enumerated	7.200
Aggregate length of track, computed as single track, exclusive of sidings	112.527

Same in Iowa	All.
Total length of steel rails in tracks in Iowa, exclusive of sidings	None.
Total length of iron rails in tracks in Iowa, exclusive of sidings	All.
Weights per yard, iron, 56 pounds.	
Gauge of track, 4 ft. 8½ in.	
If any part of the road was first opened for operation during the past year, state the date:	
Dec. 17, 1882, Grand River to Shenandoah, miles	84.6
Total miles road operated by this company in Iowa	112,527

STATIONS.

Number of stations on all roads owned by this company	20
Number of stations on all roads operated by this company	20
Number of telegraph offices in stations in Iowa	15

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	157½
Amount paid employes, including officials, on all roads operated by this company	$ 86,877 43
Same in Iowa	All

BRIDGES IN IOWA.

	Number.	Aggregate Length.
Combination bridges over 100 feet in length	6	700
Combination bridges under 100 feet in length	11	650
Wooden trestle and pile	166	23,714

BOX CULVERTS IN IOWA.

Timber	174

CATTLE-GUARDS.

Number of in Iowa	287

ROAD-BED AND TRACK.

Number of track sections in Iowa	19
Average length of sections	5.90
Average number of men in each section gang	4½

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Clarinda Branch of Chicago, Burlington & Quincy Railroad at Clarinda, Page county.

Des Moines, Osceola & Southern Railroad at Van Wert, Decatur county.

What railroads cross your road, under, and at what locality?

Creston & Hopkins branch of C., B. & Q. R. R., about three miles north of Conway, Taylor county.

Number of highway crossings at grade	111
Number of highway crossings over railroad	5
Number of highway crossings under railroad	12
Number of highway bridges 18 feet above track	5
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa	20.50
What is the average cost per rod	$ .78
What is the total cost of same	$ 4,788.80
How many miles of new fencing have you built during the year	20.50
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Wayne county	4.75
In Decatur county	53.50
In Ringgold county	54
In Taylor county	51.25
In Page county	42
Total miles	205.50

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	18	18
Number of passenger cars	2	2
Number of baggage, mail and express cars	2	2
Number of box freight cars	16	16
Number of stock cars	16	16
Number of platform cars	28	28
Number of coal cars	12	12
Number of other cars—caboose	4	4
Total	80	80

Maximum weight of locomotives and tenders, tons	38
Average weight of locomotives and tenders, tons	36½
Number of locomotives equipped with train brake	7
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons	20
Average weight of passenger cars, tons	20
Number of cars equipped with train brake	4
Kind of brake, Westinghouse automatic.	
Number of passenger cars equipped with Miller platform and buffer	4
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 38 tons; tons	240

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	36,337
Miles run by freight trains during the year	117,884
Miles run by switching trains during the year	7,960
Miles run by other trains during the year	18,800
Total train mileage	181,031

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	2
Average weight of passenger trains, exclusive of passengers, tons	75
Average number of cars in freight trains	9.58
Average weight of freight trains, exclusive of freight, tons	134

PASSENGER TRAFFIC.

Number of through passengers carried	445
Number of local passengers carried	21,500
Total number of passengers carried	21,945
Total passenger mileage, or passengers carried one mile	603,409
Average distance traveled by each passenger, miles	27.5
Average amount received from each passenger	$ .80
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	2
Average rate of fare per mile for all passengers, cents	2.91

FREIGHT TRAFFIC.

Number of tons of through freight carried	80,143
Number of tons of local freight carried	32,469
Total tons of freight carried	112,612
Total mileage of through freight (tons carried one mile)	8,998,810
Total mileage of local freight (tons carried one mile)	1,822,495
Total freight mileage, or tons carried one mile	10,821,305
Average rate per ton per mile received for through freight, cents	.09
Average rate per ton per mile received for local freight, cents.	2.33
Average rate per ton per mile received for all freight, cents	1.14
Average rate per ton per mile received from freight to and from other roads, cents	.09
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	28.8

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	491,718
Number of miles run by loaded freight cars west and north	470,910
Number of miles run by empty freight cars east and south	101,212
Number of miles run by empty freight cars west and north	93,596
Total freight car mileage	1,157,516
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	17.1
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	16.5

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	20
Rate of speed of freight trains, including stops, miles per hour.	9.5

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	6,222	19.2
Flour	1,120	3.4
Provisions (beef, pork, lard, etc.)	29	.1
Animals	4,920	15.2
Other agricultural products	145	.4
Lumber and forest products	12,217	37.6
Coal	5,361	16.5
Plaster, lime, and cement	226	.7
Salt	197	.7
Petroleum and oil	137	.4
Iron, steel, and castings	86	.2
Stone and brick	756	2.3
Manufactures, articles shipped from point of production	30	.1
Merchandise, and other articles not enumerated above	1,023	3.2
Total tons carried	32,469	100

Of through freight hauled for other companies we cannot give distribution of tonnage, tons..... 80,143.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American Express Company. Business is handled by agents of the express company from depots of H. & S. R. R. Co. It consists of fish, fruits, perishable articles, small valuables, and money packages. Express company pays railroad company a sum for hauling equal to one and a half times first-class rates on business done.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $42.75 per mile of road per annum, carried on one train each way daily, except Sundays. Railroad company delivers mail to post-offices within eighty rods of depots.

What amount have you paid for receiving and delivering mail to and from stations on your road? $348.03.

TELEGRAPH.

How many miles of telegraph are owned by your company? 96.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883. February 10	Thos. J. Kelter	Shenandoah yard	Thrown from top of freight car by collision of two freight trains at entrance of the yard.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Collisions		1	
Total		1	

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year.....None.
Number of persons injured during the year..... 1
Number of casualties purely accidental during the entire year..... 1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jas. F. How, St. Louis, Mo.
Secretary—F. O. Wyatt, Clarinda, Iowa.
Treasurer—W. W. Baldwin, Burlington, Iowa.
General Manager—F. O. Wyatt, Clarinda, Iowa.
General Superintendent—C. H. Warren, Clarinda, Iowa.
Superintendent of Telegraph—C. H. Warren, Clarinda, Iowa.
Auditor and Assistant Treasurer—J. H. Ells, Clarinda, Iowa.
General Passenger and Freight Agent—C. H. Warren, Clarinda, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

W. W. Baldwin, Burlington, Iowa.
T. S. Howland, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.
Jas. F. How, St. Louis, Mo.
Robert Andrew, St. Louis, Mo.
C. L. Rising, Chicago, Ill.

Date of annual meeting of stockholders, second Wednesday of April.
Fiscal year of company ends, December 31st.
General offices of the company are located at Clarinda, Iowa.

STATE OF IOWA, }
COUNTY OF PAGE. } ss.

F. O. Wyatt, General Manager of the Humeston & Shenandoah Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a

true, full and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

Signed, F. O. WYATT,
General Manager.

Subscribed and sworn to before me, this 1st day of September, A. D. 1883.

[L. S.] W. W. MORSEMAN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 3d day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY,

LESSEE OF THE DUBUQUE & SIOUX CITY, IOWA FALLS & SIOUX CITY, CEDAR FALLS & MINNESOTA RAILROADS.

FOR THE YEAR ENDING JUNE, 30, 1883.

GENERAL EXHIBIT.

Total earnings		$ 1,962,095.07
Total expenses, including taxes		1,112,638.55
Net earnings		849,456.52
Rentals, specifying amount paid to each company		770,784.24
Dubuque & Sioux City Railroad	$ 386,560.27	
Iowa Falls & Sioux City Railroad	270,853.97	
Cedar Falls & Minnesota Railroad	113,370.00	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 447,765.17	
From through passengers	134,490.89	
From all passengers		$ 582,256.06
From express and baggage		21,127.50
From mails		45,163.05
From other sources, passenger department		1,525.08
Total earnings, passenger department		$ 650,071.69
Earnings per train mile run	$ 1.51	
Earnings, freight:		
From local	$ 672,481.26	
From through	617,770.54	
From other sources, freight department	2,976.20	
Total earnings, freight department		$ 1,293,228.00
Earnings per train mile run	$ 1.37	
Total transportation earnings		1,943,299.69
Earnings per train mile run, from all trains earning revenue	$ 1.41	
Earnings per mile of road operated (402.16 miles)	4,832.15	
Proportion of earnings for Iowa	1,943,299.69	
Rents received for use of road		18,541.50
Rents received for use of stations, etc		253.88
Total income from all sources		$ 1,962,095 07
Proportion of income for Iowa	$ 1,962,095.07	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 161,766.99
Renewal of rails	48,360.52
(No. tons laid, steel—3,079.31).	
(No. tons laid, iron—363.06).	
Renewal of ties	33,233.79
(No. laid, 100,310).	
Repairs of bridges, including culverts and cattle-guards	26,927.52
Repairs of fences, road-crossings and signs	5,003.99
Repairs of buildings, stations and water-tanks	11,995.69
Total	$ 287,288.50

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	58,217.47
Repairs of passenger cars		31,360.25
Repairs of freight cars		52,626.99
Total	$	142,204.71

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	131,576.41
Water supply		11,914.58
Oil and waste		6,423.69
Locomotive service		97,942.61
Passenger train service		27,078.60
Passenger train supplies		10,422.64
Freight train service		53,617.94
Freight train supplies		12,515.72
Mileage of freight cars (debit balance)		16,852.65
Telegraph expenses (maintenance and operating)		17,859.11
Damage and loss of freight and baggage		1,739.19
Damages to property and cattle		5,902.76
Personal injuries		3,824.25
Agents and station service		90,302.64
Station supplies		11,605.12
Total	$	499,677.91

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$	55,106.98
Legal expenses			16,502.21
Insurance			5,700.78
Outside agencies and advertising			10,931.55
Contingencies			28,525.93
Taxes in Iowa	$ 66,700.03		
Taxes in other States	Total taxes		66,700.03
Total		$	183,467.43

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 287,288.50
Maintenance of motive power and cars		142,204.71
Conducting transportation		499,677.91
General expenses, including taxes		183,467.43
Total operating expenses and taxes		$ 1,112,638.55
Operating expenses and taxes per mile of road (402.16 miles)	$ 2,766.65	
Operating expenses and taxes per train mile run, for trains earning revenue	.81	
Proportion of operating expenses and taxes for Iowa		$ *1,112,638.55
Expenses of running and management of all trains earning revenue		539,974.86
Percentage of expenses to income	.57	

GENERAL RECAPITULATION.

Total income	$ 1,962,095.07
Total operating expenses and taxes	1,112,638.55
Net income above operating expenses and taxes	849,456.52
Net income above operating expenses, taxes, interest and rental	78,672.28
Gross income per train mile run (1,373,024 miles)	$ 1.42
Net income per train mile run (1,378,024 miles)	.61

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

DESCRIPTION OF ROAD.

Lengtn of main line of road from Dubuque to Sioux City and Cedar Falls and Minnesota Junction to Mona, in Iowa		402.16
Aggregate length of sidings and other tracks not above enumerated		43.34
Aggregate length of track, computed as single track, exclusive of sidings in Iowa		402.16
Total length of steel rails in tracks in Iowa, exclusive of sidings	100.938	
Total length of iron rails in tracks in Iowa, exclusive of sidings	301.222	

(Weights per yard, steel, 60 pounds.)

(Weights per yard, iron, 42 to 61 pounds.)

Gauge of track, 4 feet 8½ inches.

*In addition to above we charge $40,854.00 for use of engines and cars loaned the Iowa lines.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Dubuque & Sioux City	142.89
Iowa Falls & Sioux City	183.69
Cedar Falls & Minnesota	75.58
Total length of above roads in Iowa	402.16
Total miles road operated by this company in Iowa	402.16

STATIONS.

Number of stations on all roads operated by this company	328
Same in Iowa	59
Number of telegraph offices in stations in Iowa	47

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	8,209
Same in Iowa	1,171
Amount paid employes, including officials, on all roads operated by this company	$ 4,678,700.22
Same in Iowa	617,522.38

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden truss bridges over 100 feet in length	24	3,452
Iron bridges over 100 feet in length	1	110
Wooden truss bridges under 100 feet in length	29	4,930
Wooden trestle and pile	623	51,394

ARCH CULVERTS AND VIADUCTS IN IOWA.

With 20 feet opening or more	1	..
Less than 20 feet opening	17	169

BOX CULVERTS IN IOWA.

Timber	20	71
Stone	143	384.75

CATTLE-GUARDS.

Number in Iowa	390

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)		125
Timber culverts replaced with timber	1	14

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Cherokee	Howe Truss	Wood	Aug. 1882	163
Total				163

ROAD-BED AND TRACK.

Number of track sections in Iowa	65
Average length of sections, miles	6.18
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	100,310
Average number of new ties per mile of road (laid during the year)	249
New rails laid in track during the year in Iowa—iron, 363.06 tons.	
New rails laid in track during the year in Iowa—steel, 3,079.31 tons.	
Total track laid with new rails during the year in Iowa, miles.	64.408

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Burlington, Cedar Rapids & Northern R'y, west of Independence.
Burlington, Cedar Rapids & Northern R'y, west of Cedar Falls.
Central Iowa R'y, at Ackley.
Burlington, Cedar Rapids & Northern R'y, east of Iowa Falls.
Chicago & Northwestern R'y, west of Webster City.
Minneapolis & St. Louis R'y, at Fort Dodge.
Des Moines & Fort Dodge R. R., at Tara.
Chicago, St. Paul, Minneapolis & Omaha R'y, at Sioux City.
Sioux City & Pacific R. R., at Sioux City.
Dubuque & Dakota R. R., north of Waverly.
Chicago, Milwaukee & St. Paul R'y, south of Charles City.

What railroads cross your road, either over or under, and at what locality?

Chicago, Milwaukee & St. Paul Railway, at Delaware.

Number of highway crossings at grade	411
Number of highway crossings at which there are flagmen	9
Number of highway crossings over railroad	3
Number of highway crossings under railroad	8
Number of highway bridges 18 feet above track	3
Number of highway bridges less than 18 feet above track	None.

FENCING IN IOWA.

How many miles of fencing have you on your road	372.94
What is the average cost per rod, cents	85
What is the total cost of same	$ 54,302.44
How many miles of new fencing have you built during the year	28.259
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Black Hawk county	9.88
In Grundy county	.34
In Butler county	18.69
In Franklin county	.61
In Hamilton county	19.90
In Webster county	17.06
In Calhoun county	23.31
In Pocahontas county	16.93
In Buena Vista county	44.81
In Cherokee county	45.00
In Plymouth county	59.76
In Woodbury county	2.05
In Bremer county	18.06
In Chickasaw county	7.97
In Floyd county	31.01
In Mitchell county	27.60
Total	342.98

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	16	36	52
Number of passenger cars	9	9	18
Number of mail, baggage, and express cars	5	9	14
Number of parlor and sleeping cars		3	3
Number of box freight cars, Number of stock cars, Number of platform cars, Number of coal cars, Number of other cars	206	1,306	1,512
Total	220	1,327	1,547

Maximum weight of locomotives and tenders, tons	67
Average weight of locomotives and tenders, tons	55
Number of locomotives equipped with train brake	114
Kind of brake, Westinghouse.	
Maximum weight of passenger cars, tons	25
Average weight of passenger cars, tons	21
Number of cars equipped with train brake	86
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer	18
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 30 tons	140

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	431,423
Miles run by freight trains during the year	946,601
Miles run by switching trains during the year	171,412
Miles run by other trains during the year	58,924
Total train mileage	1,608,360

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	4.12
Average weight of passenger trains, exclusive of passengers, tons	140
Average number of cars in freight trains	11.9
Average weight of freight trains, exclusive of freight, tons	170

PASSENGER TRAFFIC.

Number of through passengers carried	43,736
Number of local passengers carried	316,881
Total number of passengers carried	360,617
Total passenger mileage, or passengers carried one mile	19,604,581
Average distance traveled by each passenger	54.36
Average amount received from each passenger	$ 1.61
Average rate of fare per mile for all passengers, cents	2.97

FREIGHT TRAFFIC.

Number of tons of through freight carried	319,742
Number of tons of local freight carried	309,403
Total tons of freight carried	629,145
Total freight mileage, or tons carried one mile	80,035,200

Average rate per ton per mile received for all freight, cents...	1.60
Average rate per ton per mile received from freight to and from other roads, cents.....	1.20
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa, cents..... .30	

CAR MILEAGE.

Number of miles run by loaded freight cars east and south ...	10,245,637
Number of miles run by loaded freight cars in work train.....	413,116
Number of miles run by empty freight cars.....	2,993,094
Total freight car mileage.....	13,238,731
Percentage of empty freight cars hauled to all freight cars hauled..... 22.6	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	11

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain.....	111,494	17.7
Flour.....	10,612	1.6
Provisions (beef, pork, lard, etc.).....	3,439	0.6
Animals.....	78,547	12.5
Other agricultural products.....	23,640	3.8
Lumber and forest products.....	83,202	13.2
Coal.....	138,687	22.0
Salt.....	8,681	1.4
Oil of all kinds.....	6,767	1.1
Manufactures—articles shipped from point of production...	8,651	1.4
Merchandise, and other articles not enumerated above.....	155,425	24.7
Total tons carried.....	629,145	100

TONNAGE CROSSING THE MISSISSIPPI RIVER BRIDGE AT DUBUQUE, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

West bound number of tons.....	142,436
East bound number of tons.....	177,306
Total tons.....	319,742

TONNAGE CROSSING THE MISSOURI RIVER AT ————, IOWA, FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons.....	183,463
West bound number of tons.....	108,375
Total tons.....	291,838

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company. We receive about $20,000.00 per annum. Articles usually transported by express companies. They handle the freight and the railroad company furnishes the cars.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars. Some owned by the Pullman Palace Car Company; others by this company. The usual charge for sleeping-car accommodations.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. We pay the usual mileage for Pullman sleeping-cars. That company gets the receipts of their own cars.

U. S. MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $45,163.05 for year ending June 30th, 1883.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

What company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union; 402.16 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
August 10	Alba Davis, yard switchman	Waterloo	Coupling freight cars; purely accidental.
August 28	John Howe, citizen	Fonda	Fell off caboose car; carelessness.
October 15	John Heffner, citizen	Pomeroy	Climbing on moving freight train; trespasser.
December 14	Frank Sheuzer, drover	Winthrop	Walking over top of moving freight train; purely accidental.
1883.			
February 22	I. E. Nutter, brakeman	Independence	Coupling on slippery ground; purely accidental.
May 26	Thomas Davis, citizen	Barnum	Lying too close to track; trespasser.
June 21	E. L. Wellman, brakeman	Manchester	Coupling freight cars; want of caution.
June 26	Dan Lyon, laborer	Independence	Climbing on moving train; want of caution.

INJURED.

1882.			
July	E. S. Hart, yard master	Le Mars	Coupling freight cars; accidental.
August 4	Wm. Treat, brakeman	Charles City	Fell off ladder; accidental.
August 5	John McDonald, foreman	Dubuque	Climbing on moving engine; want of caution.
August 18	L. V. Gumerson, brakeman	Cedar Falls	Collision on railroad crossing; carelessness.
August 21	W. I. Lawrence, yard master	Le Mars	Coupling freight cars; accidental.
Septemb'r 14	Ole Johnson, citizen	Mona	Highway collision; carelessness.
Septemb'r 19	Wm. Fallen, stock drover	Jessup	Car truck broke down; accidental.
October 4	L. H. Young, fireman	Waterloo	Struck by iron; accidental.
October 29	P. Gilday, brakeman	Cherokee	Coupling cars; accidental.
November 17	Leo Bellanny, boy, 10 years	Iowa Falls	Climbing over freight trains; want of caution.
November 21	P. McMill, passenger	Masonville	Jumping off moving train; want of caution.
December 13	F. B. Hally, brakeman	Le Mars	Uncoupling engine; accidental.
December 29	H. B. Babcock, yard switchman	Dubuque	Coupling engine; accidental.
1883.			
January 16	F. Babcock, brakeman	Webster City	Switching engine; accidental.
January 23	Eugene Redmond, yard switchman	Waterloo	Coupling engine; accidental.

January	27	Harry Arlington, brakeman.	Waterloo	Coupling; accidental.
March	7	T. Downey	Alta	Coupling cars; accidental.
March	20	Wm. Sterne, section man	Fort Dodge	Asleep on track when drunk; carelessness.
March	21	Lu Coy, yard switchman	Le Mars	Coupling; accidental.
March	13	Geo. Smith, stockman	Delaware	Riding on freight car; accidental.
April	20	C. G. Trask, brakeman	Manchester	Coupling; accidental.
April	24	John Mangin, boy, 14 years	Sioux City	Climbing on train; want of caution.
May	16	H. M. Jarner, yard switchman	Dubuque	Coupling; accidental.
May	21	John Morgan, train boy	Dubuque	Jumping from car to car; want of caution.
June	2	Roe Mack, citizen	Waterloo	Stealing a ride; trespasser.
June	5	I. W. Johnson, brakeman	Earlville	Coupling; accidental.
June	7	O. Kerne, laborer	Dubuque	Coupling; carelessness.
June	16	L. E. Hurlbut, citizen	Fort Dodge	Engine backed too hard; carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employés.	Others.	Passengers.	Employes.	Others.
Derailment	....	....	....	....	....	1
Collisions	....	....	....	....	1	....
Coupling cars	....	3	....	....	14	....
Falling from trains	....	....	2	....	1	....
Getting on and off trains	....	1	1	1	2	2
Highway crossings	....	....	....	....	....	1
Miscellaneous	....	....	1	....	2	2
Stealing rides	....	....	....	....	....	1
Total	....	4	4	1	20	7

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	8
Number of persons injured during the year	28
Number of casualities purely accidental during the entire year	20
Number resulting from lack of caution, carelessness, or misconduct	16
Number of persons killed, 2; injured, 6; while intoxicated	8
Number of trespassers on track killed or injured	6
Number of tramps or others stealing rides killed or injured	3

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

W. K. Ackerman, First Vice-President, J. C. Welling, General Auditor, of the Illinois Central Railroad Company, lessee of Dubuque & Sioux City, Iowa Falls & Sioux City, Cedar Falls & Minnesota Railroads, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) W. K. ACKERMAN,
J. C. WELLING.

Subscribed and sworn to before me, this 30th day of August, A. D. 1883.

JOHN DUNN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 31st day of August, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR FALLS & MINNESOTA RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 2,550,000.00	
Amount authorized by vote of the company	1,586,500.00	
Amount issued, number of shares 15,865, amount paid in		$ 1,586,500.00
Amount of common stock issued. All common.		
Total amount paid in as per books of the company		$ 1,586,500.00
Amount of stock per mile of road	$ 20,991.00	
Amount of stock representing the road in Iowa	All.	
Amount of stock held in Iowa. None.		
Total number of stockholders	84	
Number of stockholders in Iowa. None.		

DEBT.

Funded debt as follows:		
Bonds due 1884, rate of interest 7 per cent		$ 210,000.00
Interest paid on same during the year	$ 14,700.00	
Bonds due 1907, rate of interest 7 per cent		1,377,000.00
Interest paid on same during the year	$ 96,390.00	
Total amount of funded debt		$ 1,587,000.00
Total amount of debt liabilities		$ 1,587,000.00
Amount of debt per mile of road	$ 20,997.62	
Total amount of stock and debt		$ 3,173,500.00
Amount of stock and debt per mile of road	$ 41,988.62	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 3,173,500.00
Average cost of construction per mile (75.58 miles)	$ 41,988.62
Proportion cost of for Iowa, all in Iowa	

The Cedar Falls & Minnesota Railroad is leased and operated by the Illinois Central Railroad, who can show operating expenses and earnings.

GENERAL EXHIBIT.

Total earnings (fixed rental $1500 per mile)	$ 113,370.00
Total expenses, including taxes	1,900.31
Net earnings	111,469.69
Interest on funded debt	111,090.00
Interest paid on funded debt	111,090.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1882.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Company, New York	18,585.06
Sinking fund	8,811.62
Lands and lots	2,542.19
Minnesota & Southwestern Railroad stock	1,580.00
Cash with agents in New York to pay coupons January, 1883.	41,144.33
	$ 3,246,163.20

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,472,500.00
Bonds in sinking fund, Central Trust Company, trustee	100,500.00
Bonds in sinking fund, in agents hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	18,585.00
Coupons, two months interest on $210,000, bonds not due, credited in 1871	2,450.00
Donations at time of construction	3,433.14
Income	48,195.00
	$ 3,246,163.20

BALANCE SHEET IN CASE ACCOUNTS WERE CLOSED JUNE 30, 1883.

DEBIT.

Construction	$ 3,173,500.00
Central Trust Company, New York	18.585.06
Sinking fund	8,321.62
Lands and lots	2,570.50
Cash with agent in New York to pay coupons July 1, 1883	43,165.20
Commercial National Bank	20.82
	$ 3,246,163.20

CREDIT.

Capital stock	$ 1,586,500.00
Bonds	1,472,500.00
Bands in sinking fund, Central Trust Company, trustee	100,500.00
Bonds in sinking fund, in agents hands, New York	14,000.00
Cash in sinking fund, Central Trust Company, trustee	18,585.06
Coupons, two months interest on $210,000, bonds not due, credited in 1871	2,450.00
Donations	3,433.14
Income account	48,195.00
	$ 3,246,163.20

DESCRIPTION OF ROAD.

Length main line of road from Cedar Falls Junction to Mona, Iowa, miles	75.58

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jno. S. Kennedy, New York City.
Secretary—C. H. Booth, Dubuque.
Treasurer—C. H. Booth, Dubuque.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Jno. S. Kennedy, 63 Williams street, New York.
D. Willis James, New York City.
J. Kennedy Tod, New York City.
O. H. Northcote, New York City.
Jas. A. Roosevelt, New York City.

Date of annual meeting of stockholders, second Monday in April.
Fiscal year of company ends December 31st.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, }
COUNTY OF DUBUQUE. } ss.

C. H. Booth, Secretary and Treasurer of the Cedar Falls & Minnesota Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

C. H. BOOTH.

Subscribed and sworn to before me, this 24th day of August, A. D. 1883.

[L. S.]

E. W. DUNCAN,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 25th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DUBUQUE & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 6,000,000.00	
Amount authorized by vote of the company	5,000,000.00	
Amount issued, number of shares, 49,994; amount paid in		$ 4,999,400.00
Amount paid on shares not issued, number of shares, scrip		550.63
Total amount paid in as per books of the company		$ 4,999,950.63
Amount of stock per mile of road	$ 35,039.90	
Amount of stock representing the road in Iowa	All	
Amount of stock held in Iowa	30,200.00	
Total number of stockholders	402	
Number of stockholders in Iowa	7	

DEBT.

Funded debt as follows:		
Bonds due 1883, rate of interest 7 per cent, extended at 5 per cent		$ 284,000.00
Interest paid on same during the year		
Bonds due 1894, rate of interest 7 per cent		586,000.00
Interest paid on same during the year		
Total amount of funded debt		$ 870,000.00
Contingent liability as guarantor of bonds or debts of other roads. $630,000.00 of forty years six per bonds of the Dubuque & Dakota Railroad Company, dated July 1, 1879, are guaranteed by this company.		
Total amount of debt liabilities		$ 870,000.00
Amount of debt per mile of road	$ 6,110.72	
Total amount of stock and debt		5,869,950.62
Amount of stock and debt per mile of road	41,064.48	

GENERAL EXHIBIT.

Total earnings (rental 36 per cent of gross earnings)		$ *340,000.00
Total expenses, including taxes		5,157.79
Net earnings		334,842.21
Interest accruing during the year on funded debt ($295,000.00), less 6 mo. interest at 2 per cent 2,950.00	$60,900.00	57,950.00
Interest paid on funded debt		57,950.00
Dividends declared (6 per cent), two of 3 per cent each		299,964.00

SURPLUS.

Surplus at the commencement of the year		
Surplus at the close of the year		
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each:		
Dubuque & Dakota Railroad Company bonds, four bonds $1,000 each		$ 4,000.00

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS DECEMBER 31, 1882.

DEBIT.

Railroad and appurtances	$ 5,621,112.71
Dubuque & Dakota Railroad Company bonds	4,000.00
Dubuque & Dakota Railroad Company	26,207.38
Iowa Land & Loan Company stock	260,819.40
Iowa Land & Loan Company	337.50
Illinois Central Railroad Company	26,113.61
Loans receivable	46,000.00
New York office	3,442.50
Commercial National Bank	19.52
Total	$ 5,988,052.62

CREDIT.

Capital stock	$ 4,999,950.62
Construction bonds, second division	586,000.00
First mortgage bonds	284,000.00
Unpaid coupons	2,745.74
Unclaimed dividends	18,096.31
Dividend scrip, Nos. 1, 2 and 3	94.05
Income account	97,165.90
Total	$ 5,988,052.62

* Unadjusted balance on June 30th, as full settlement is made only at the end of calender and fiscal year of the company.

GENERAL BALANCE SHEET IN CASE CLOSING ENTRIES WERE MADE JUNE 30, 1883.

DEBIT.

Railroad and appurtances	$ 5,621,112.71
Dubuque & Dakota Railroad Company bonds	4,000.00
Dubuque & Dakota Railroad Company	43,818.38
Iowa Land & Loan Company stock	260,819.40
Loans receivable	8,500.00
New York office	2,267.81
Commercial National bank	202.41
Total	$ 5,940,720.71

CREDIT.

Capital stock (certificates and fractional share scrip)	$ 4,999,950.62
Construction bonds, second division	586,000.00
First mortgage bonds	284,000.00
Unpaid coupons	2,745.74
Unclaimed dividends	15,735.31
Iowa Land & Loan Company	9,650.00
Income account	42,544.99
Dividend scrip, Nos. 1, 2 and 3	94.05
Total	$ 5,940,720.71

DESCRIPTION OF ROAD.

Length of main line of road from Dubuque to Iowa Falls, miles. 142.70

ADDITIONAL QUESTIONS.

LANDS—CONGRESSIONAL GRANT.

I have not the data to enable me to give answer to these questions.

C. H. BOOTH, *Secretary.*

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Morris K. Jessup, 52 Williams St., New York.
Vice-President—James A. Rosevolt, New York.
Secretary—C. H. Booth, Dubuque, Iowa.
Treasurer—John B. Dumont, New York.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Morris K. Jessup, New York.
James A. Rosevolt, New York.
D. Willis James, New York.
John F. Slater, Norwich, Connecticut.
Abram S. Hewitt, New York.
J. Pierpont Morgan, New York.
Lorenzo Blackstone, Norwich, Connecticut.
Mason Thompson, New York.
S. H. Herriman, New York.

Date of annual meeting of stockholders, second Monday in February.
Fiscal year of company ends December 31.
General offices of the company are located at Dubuque, Iowa.

STATE OF IOWA, } ss.
COUNTY OF DUBUQUE. }

C. H. Booth, Secretary and Assistant Treasurer of the Dubuque & Sioux City Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

C. H. BOOTH.

Subscribed and sworn to before me, this 24th day of August, A. D. 1883.

E. W. DUNCAN,

[L. S.] *Notary Public of Iowa, in and for Dubuque County.*

Received and filed in the office of the Commissioners of Railroads, this 29th day of August, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

IOWA FALLS & SIOUX CITY RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 6,000,000.00	
Amount authorized by vote of the company	No vote.	
Amount issued, number of shares 46,250, amount paid in		$ 4,625,000.00
Amount of common stock issued		4,625,000.00
Capital stock now outstanding		4,623,500.00
Total amount paid in as per books of the company		$ 4,625,000.00
Amount of stock per mile of road	$ 25,170.12	
Amount of stock representing the road in Iowa	4,623,500.00	
Amount of stock held in Iowa	43,000.00	
Total number of stockholders	505	
Number of stockholders in Iowa	9	

DEBT.

Funded debt as follows:		
First mortgage bonds, due October 1, 1917, rate of interest 7 per cent		$ 2,947,500.00
Interest paid on same during the year		
Total amount of funded debt		2,947,500.00
Total amount of floating debt		141,863.34
Total amount of debt liabilities		$ 3,089,363.34
Amount of debt per mile of road	$ 16,818.35	
Total amount of stock and debt	7,712,863.34	
Amount of stock and debt per mile of road	41,988.48	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$	7,585,000.00
Average cost of construction per mile of road (183.69 miles)	$	41,292.40
Proportion of cost of construction for Iowa		7,585,000.00

GENERAL EXHIBIT.

Total income	$	897,813.05
Total expenses, including taxes		6,885.08
Net income		890,927.97
Interest accruing during the year		208,967.87
Interest paid during the year		
Interest on funded debt		206,325.00
Interest paid on funded debt		
Interest on floating debt		2,642.87
Interest paid on floating debt		
Dividends declared (7 per cent)		323,645.00
Balance for the year (surplus)		358,315.10
Balance at commencement of year (surplus)		966,338.22
Balance at the close of the year, June 30, 1883 (surplus)		1,324,653.32
Total income from all sources for the year	$	897,813.05

ANALYSIS OF INCOME.

Rents received for use of road		
Rental and drawback under lease	$	319,044.11
From land department		516,500.00
From dividends on Missouri Valley Land Co. stock		3,960.00
From interest on loan account (rental previous years)		58,348.94
Total income from all sources	$	897,813.05
Proportion of income for Iowa	$	897,813.05

EXPENSES OF OPERATING ROAD.

CLASS 4—GENERAL EXPENSES.

Salaries of general officers	$	3,119.21
General expenses and clerk hire		3,765.87
Total expenses and taxes	$	6,885.08

GENERAL RECAPITULATION.

Total income		$ 897,813.05
Total expenses and taxes		6,885.08
Net income above expenses and taxes		890,927.97
Net income above expenses, taxes and interest		681,960.10
Percentage of net income to stock and debt	11.55-100	
Percentage of net income to cost of road	11.75-100	

SURPLUS.

Surplus at the commencement of the year		$ 966,338.22
Surplus at the close of the year		1,324,653.32
The amount invested in stocks		8,800.00
Give the name of each road, and the number of shares owned in each of them and the par value of shares.		
Missouri Valley Land Co.; 220 shares; par value, $50 per share.		
Amount in hands of treasurer and assistant treasurer		267,673.62
The amount invested in railroad bonds, the number of bonds, and the par value of each, the name of each road, and the amount invested in the bonds of each.		
Improvement and protection fund invested in company's bonds	$ 453,492.50	
In loans drawing interest and in cash	696,507.50	
		1,150,000.00
Amount absorbed in construction		14,000.00
Amount in balances from other roads		26,043.04
Total		$ 1,466,516.66
Deduct unfunded indebtedness		141,863.34
		$ 1,324,653.32

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction	$ 7,585,000.00
Improvement and protection fund	1,150,000.00
Stock of Missouri Valley Land Co	8,800.00
Cash	267,673.62
Accounts receivable	26,043.04
Total	$ 9,037,516.66

CREDIT.

Capital stock	$ 4,623,500.00
Funded debt	2,947,500.00
Unfunded debt:	
Interest unpaid	103,775.09
Accounts payable	38,088.34
Profit and loss balance	1,324,653.32
Total	9,037,516,66

DESCRIPTION OF ROAD.

Length of main line of road from Iowa Falls to Sioux City, Iowa, miles	183.69
Total length of road belonging to this company	183.69

LANDS—CONGRESSIONAL GRANT.

State the number of acres of land your company has already received from Congressional grants	640,256.11
State the number of acres yet to inure to your company from Congressional grants	Don't know.
State the average price at which these lands have been sold or contracted by the company	$ 6.79
State the number of acres sold	616,973.77
State the amount received from cash sales, including amount received from outstanding contracts	$ 3,234,075.32
State the amount unpaid on outstanding contracts	754,646.28
State the gross amount cash received from sales, contracts, forfeited contracts, etc., including interest, up to June 30, 1883	3,675,100.35
State the amount expended in sale and management of lands.	305,474.00
State the amount of taxes paid on lands	624,416.88
State the amount realized from the sale of lands above the expenses incurred in the management and taxes	2,304,184.44

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Horace Williams, Cedar Rapids, Iowa.
Vice-President—J. Van Deventer, Cedar Rapids, Iowa.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
Land Commissioner—J. Van Deventer, Cedar Rapids, Iowa.
Auditor Land Department—P. E. Hall, Cedar Rapids, Iowa.
Register of Lands—Chas. H. Clark, Cedar Rapids, Iowa.
Register of Stock—David P. Kimball, Boston, Mass.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
Attorneys—Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Mass.
Oliver Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
D. C. Blair, Belvidere, N. J.
David P. Kimball, Boston, Mass.
J. Van Deventer, Clinton, Iowa.
Horace Williams, Clinton, Iowa.

Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends March 31.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss

P. E. Hall, Secretary, and Henry V. Ferguson, Auditor of the Iowa Falls & Sioux City Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) P. E. HALL,
HENRY V. FERGUSON.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

CHAS. H. CLARK,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 17th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

MINNEAPOLIS & SAINT LOUIS RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 20,000,000.00	
Amount authorized by vote of the company	10,000,000.00	
Amount issued, number of shares, 97,520; amount paid in		$ 9,752,000.00
Amount paid in on shares not issued, number of shares		
Amount of common stock issued		5,752,000.00
Amount of preferred stock issued, and conditions of preferment		4,000,000.00
Preferred stock receives 7 per cent per annum dividend out of any money available for that purpose, before the common receives any dividend. All the stock of this company was issued to take up and retire the stock of the consolidated companies.		
Total amount paid in as per books of the company		$ 9,752,000.00

Amount of stock per mile of road	$ 27,470.42
Amount of stock representing the road in Iowa.	3,873,270.00
Amount of stock held in Iowa	Unknown.
Total number of stockholders	272
Number of stockholders in Iowa	Unknown.

DEBT.

Funded debt as follows:		
First mortgage bonds, due 1907, rate of interest, 7 per cent.		$ 735,000.00
Interest paid on same during the year	$ 51,450.00	
Bonds due 1927, rate of interest, 7 per cent		950,000.00
Interest paid on same during the year	$ 66,500.00	
Bonds due 1990, rate of interest, 7 per cent		500,000.00
Interest paid on same during the year	$ 35,000.00	
Bonds due 1901, interest 6 per cent; interest paid.	6,000.00	100,000.00
Bonds due 1909, interest 7 per cent; interest paid	71,050.00	1,015,000.00
Bonds due 1910, interest 7 per cent; interest paid.	53,130.00	759,000.00
Bonds due 1921, interest 6 per cent; interest paid.	82,920.00	1,382,000.00
Bonds due 1922, interest 6 per cent; interest paid.	116,400.00	1,940,000.00
Total amount of funded debt		$ 7,381,000.00
Floating debt, incurred for equipment	$ 1,441,343.21	
Total amount of floating debt		$ 1,441,343.21
Contingent liability as guarantor of bonds or debts of other roads	None.	
Total amount of debt liabilities		$ 8,822,343.21
Amount of debt per mile of road	$ 24,851.67	
Total amount of stock and debt	18,574,343.21	
Amount of stock and debt per mile of road	52,322.09	

COST OF ROAD AND EQUIPMENT.

Amount expended for construction this year		$ 1,471,550.19
Total expended for construction to June 30, 1883		15,934,176.62
Average cost of construction per mile of road (355 miles)	$44,885.00	
Proportion of cost of construction for Iowa, per cent	.3971	

COST OF EQUIPMENT.

Locomotives, account sales, not credit	$ 35,709.44	
Passenger, mail, baggage and express cars, not credit	5,119.16	
Freight and other cars		1,294.67
Wrecking cars, pile drivers and tools, net credits this year	$ 39,533.93	
Total for equipment		$ 2,048,870.17
Average cost of equipment per mile of road operated by company (355 miles)	$ 5,771.47	
Proportion of cost of equipment for Iowa, per cent.	397.18	
Total cost of road and equipment to June 30, 1883		$ 17,983,046.79
Average cost of road and equipment per mile (355 miles)		$ 50,656.47
Proportion of cost of road and equipment for Iowa		7,142,562.27
Average cost of road and equipment per mile in Iowa (141 miles)		50,656.47

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading		$ 116,897.23
Bridging and masonry		30,983.33
Superstructure, including rails		407,246.73
Land, land damages, and fences		17,682.79
Passenger and freight stations, coal sheds, and water stations		11,738.34
Engine houses, car sheds and turntables		7,999.61
Machine shops, including machinery and tools		50,829.33
Engineering, agencies, salaries, and other expenses during construction		73,153.83
Miscellaneous		755,019.00
Total for construction		$ 1,471,550.19

EQUIPMENT.

Locomotives (payments on account)		$ 19,730.56
Passenger, mail, baggage and express cars (payments on account)		6,303.00
Cabooses		1,892.37
Total for equipment		$ 27,925.93
Total expenditures charged to property accounts		$ 1,499,476.12
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Locomotives sold	$ 55,440.00	
Coaches sold, account	11,422.16	$ 66,862.16
Net addition to property accounts for the year		$ 1,432,613.96

GENERAL EXHIBIT.

Total earnings	$ 1,650,357.17
Total expenses, including taxes	1,320,423.23
Net earnings	329,933.94
Interest accruing during the year	437,757.94
Interest paid during the year	437,757.94
Interest on funded debt	431,730.00
Interest paid on fundod debt	431,730.00
Interest on floating debt	6,027.94
Interest paid on floating debt	6,027.94
Dividends declared	None.
Balance for the year, (deficit)	
Interest falling due during the year and not paid	None.
Balance at commencement of the year (deficit)	210,747.48
Balance at the close of the year, June 30, 1883 (deficit)	318,571.48
Total income from all sources for the year	$ 1,650,357.17

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 179,760.91	
From through passengers	139,450.66	
From all passengers		$ 319,211.57
From express		22,200.18
From mails		23,858.38
Total earnings, passenger department		365,270.13
Earnings per train mile run (354,882 miles)	$ 1.03	
Earnings, freight:		
From local	$ 740,846.53	
From through	480,058.25	
From other sources, freight department	64,182.26	
Total earnings, freight department		$ 1,285,087.04
Earnings per train mile run (1,012,427 miles)	$ 1.27	
Total transportation earnings		$ 1,650,357.17
Earnings per train mile run, from all trains earning revenue (1,367,309 miles)	$ 1.20.7	
Earnings per mile of road operated (420 miles)	$ 3,929.42	
Proportion of earnings for Iowa, 25.2 per cent		415,853.56
Total income from all sources		$ 1,650,357.17
Proportion of income for Iowa	$ 658,884.78	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track		$ 182,066.28
Renewal of rails		7,667.60
(Number of tons laid, iron, 267, in sidings.)		
Renewal of ties		13,671.56
(Number ties laid, 20,606.)		
Repairs of bridges, including culverts and cattle-guards		18,073.47
Repairs of fences, road crossings and signs		1,821.57
Repairs of buildings, stations and water tanks		13,874.56
Total		$ 237,175.04

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives		$ 114,765.57
Repairs of passenger cars		23,802.23
Repairs of freight cars		93,767.88
Total		$ 232,335.68

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 189,466.61
Water supply		15,134.41
Oil and waste		17,214.45
Locomotive service		151,562.58
Passenger train service and supplies		26,412.71
Mileage of passenger cars (debit balance)		2,607.38
Freight train service and supplies		90,032.14
Mileage of freight cars (credit balance)	$ 8,694.70	
Telegraph expenses (maintenance and operating)		24,473.48
Damage and loss of freight and baggage		8,050.97
Damages to property and cattle		7,845.82
Personal injuries		10,944.37
Agents, station service and station supplies		145,662.34
Total		$ 680,712.56

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 63,264.26
Legal expenses		6,579.94
Insurance		4,520.34
Stationery and printing		3,423.34
Outside agencies, advertising and printing		21,120.53
Contingencies, Rent of track	$11,241.44	
Miscellaneous expenses	9,306.45	20,547.89
Taxes in Iowa	$ 10,280.87	
Taxes in other States	39,462.78 Total taxes	49,743.65
Total		170,199.95

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 237,175.04
Maintenance of motive power and cars		232,335.68
Conducting transportation		680,712.56
General expenses, including taxes		170,199.95
Total operating expenses and taxes		$ 1,320,423.23
Operating expenses and taxes per mile of road	$ 3,143.56	
Operating expenses and taxes per train mile run, for trains earning revenue (1,367,309 miles)	$ 0.97	
Proportion of operating expenses and taxes for Iowa		$ 333,772.26
Expenses of running and management of trains (no separate statistics kept).		
Expenses of running and management of all trains earning revenue		1,320,423.23
Percentage of expenses to income, .86.		

GENERAL RECAPITULATION.

Total income		$ 1,650,357.17
Total operating expenses and taxes		1,320,423.23
Net income above operating expenses and taxes		329,933.94
Net income above operating expenses, taxes, interest, and rental (deficit)		
Gross income per train mile run (1,430,641 miles)	$ 1.14.66	
Net income per train mile run (deficit)		

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	None.
Surplus at the close of the year	None.

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction		$ 17,983,046.79
Material	$ 87,037.27	
Due from agents and companies		46,163.41
Interest on bonds		238,825.00
Cash		326,734.44
Profit and loss		158,362.98
Total		$ 18,840,169.89

CREDIT.

Capital stock		$ 9,752,000.00
Funded debt		7,381,000.00
Bills payable	$ 1,441,343.21	
Vouchers and accounts		265,826.68
Total		$ 18,840,169.89

DESCRIPTION OF ROAD.

Length main line of road from Minneapolis to Norman	122.00
Length main line of road in Iowa. Norman to Angus	138.00
Branches owned by this company:	
Kalo Junction to Kalo, Iowa	3.00
Hopkins to Morton	92.00
Totatl length of branches owned by this company	95.00

Total length of branches owned by this company in Iowa.....	3.00
Total length of road belonging to this company.....	355.00
Aggregate length of sidings and other tracks not above enumerated.....	56.21
Same in Iowa	6.88
Aggregate length of track, computed as single track, exlusive of sidings.....	355.00
Same in Iowa.....	141.00
Total length of iron rails in tracks in Iowa, exclusive of sidings	141.00

Weights per yard, iron, 50 pounds.

Gauge of track, (standard) 4 feet 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
Cannon Valley Railroad, from Waterville to Red Wing, miles	65
Total length of above roads in Minnesota, miles	65
If any part of the road was first opened for operation during the past year, state the date:	
January 1, 1883, by this company.	
Total miles of road operated by this company.....	420
Total miles road operated by this company in Iowa..... ...	141

STATIONS.

Number of stations on all roads owned by this company	55
Same in Iowa	19
Number of stations on all roads operated by this company ..	65
Same in Iowa.....	19
Number of telegraph offices in stations in Iowa.....	19

EMPLOYES.

Number of persons regularly employed on all roads operated by this company.....	1,687
Same in Iowa	362
Amount paid employes, including officials, on all roads operated by this company .....$	928,417.03
Same in Iowa	309,472.00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length.....	1	168
Combination bridges over 100 feet in length.....	3	360
Compination bridges under 100 feet in length.....	3	180
Wooden trestle and pile.....	96	6,720

BOX CULVERTS IN IOWA.

Timber	168
Tile	25

CATTLE-GUARDS.

Number of in Iowa	92

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	26,954

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
Otho	Pile bridge, No. 169.	Timber	February, 1882	98
Fort Dodge	Pile bridge, No. 150.	Timber	April, 1882	80
Kalo	Pile bridge, No. 157.	Timber	April, 1882	80
Kalo	Pile bridge, No. 158.	Timber	April, 1882	96
Humboldt	Trestle br'ge, No. 143	Timber	May, 1882	16
Kalo	Pile bridge, No. 160.	Timber	June, 1882	176
Fort Dodge to Angus	Two box culverts	Timber	July, 1882	....
Fort Dodge to Ill. Cent. R. crossing	Pile bridge	Timber	Dec. '82 and Jan. '83	....
Livermore	Pile bridge	Timber	May and June, 1883.	75
Britt	Two box culverts	Timber	Jun. '83, com. Jul. '83	....
Total				653

Give the average number of years the trestle and pile bridges last on your road in Iowa. None; worn out.

Give the average number of years that wooden truss bridges last on your road in Iowa. None; worn out.

ROAD-BED AND TRACK.

Number of track sections in Iowa	26
Average length of sections, miles	5
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa	20,606
Average number of new ties per mile of road	2,600

New rails laid in track during the year in Iowa. None.

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago, Milwaukee & St. Paul Railway at Britt.
Chicago & Northwestern Railway at Vernon.
Burlington, Cedar Rapids & Northern Railway at Livermore.
Illinois Central Railroad at Ft. Dodge.
Chicago & Northwestern Railway at Ogden.
Des Moines & Ft. Dodge Railroad at Angus.

What railroads cross your road, either over or under, and at what locality?
Chicago & Northwestern R'y, at Humboldt—over.
Chicago & Northwestern R'y, at Dayton—under.

Number of highway crossings at grade	86

FENCING IN IOWA.

How many miles of fencing have you on your road	17
What is the average cost per rod	$ .85
What is the total cost of same	$ 4,624.00
How many miles of new fencing have you built during the year.	None.

Give the number of miles needed on both sides of your track in each county in Iowa:

ROLLING STOCK.

Number of locomotives	69
Number of passenger cars	18
Number of baggage, mail and express cars (includes 7 comb'n)	11
Number of box freight cars	1,257
Number of stock cars	56
Number of platform and coal cars	667
Number of other cars (cabooses, etc)	39
Total	2,048
Maximum weight of locomotives and tenders, tons	37
Average weight of locomotives and tenders, tons	35
Number of locomotives equipped with train brake	16
Kind of brake: Westinghouse air brake.	
Maximum weight of passenger cars, tons	23½
Average weight of passenger cars, tons	23
Number of cars equipped with train brake (includes 2 cabooses)	31
Kind of brake: Westinghouse air brake.	
Number of passenger cars equipped with Miller platform and buffer	29

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year, Iowa,	79,637	
Miles run by passenger trains during the year, Minn.,	265,738	345,375
Miles run by freight trains during the year.....Iowa,	246,345	
Miles run by freight trains during the year....Minn.,	680,519	926,864
Miles run by switching trains during the year.....		95,070
Miles run by other trains during the year (work in both States)		63,332
Total train mileage.....		1,430,641

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains.....	3
Average number of cars in freight trains.....	20

PASSENGER TRAFFIC.

Number of through passengers carried.....	75,141
Number of local passengers carried	205,531
Total number of passengers carried	280,672
Total passenger mileage, or passengers carried one mile.....	12,635,309
Average distance traveled by each passenger, miles	45.02
Average amount received from each passenger.....	1.13.02
Highest rate of fare per mile for any distance, cents.....	4.4
Lowest rate of fare per mile for any distance, cents.....	
Average rate of fare per mile for all passengers, cents.....	2¼

FREIGHT TRAFFIC.

Number of tons of through freight carried.....	580,646
Number of tons of local freight carried.....	429,029
Total tons of freight carried	1,009,676
Total mileage of through freight (tons carried one mile)	62,282,072
Total mileage of local freight (tons carried one mile).....	51,404,073
Total freight mileage or tons carried one mile.....	113,686,145
Average rate per ton per mile received for through freight....$	0.771
Average rate per ton per mile received for local freight.....	1.439
Average rate per ton per mile received for all freight.....	1.074
Average rate per ton per mile received from freight to and from other roads.....	0.771

Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa, 29.7

CARS MILEAGE.

Number of miles run by loaded freight cars east and south...	3,092,455
Number of miles run by loaded freight cars west and north..	7,457,610
Number of miles run by empty freight cars east and south...	5,110,439
Number of miles run by empty freight cars west and north...	262,084
Total freight car mileage.....	15,922,588
Percentage of empty freight cars hauled east and south to all freight cars hauled south..... 62.17	
Percentage of empty freight cars hauled west and north to all freight cars hauled north..... 03.39	

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles.....	22
Rate of speed of freight trains, including stops, miles.....	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.
Grain.....	75,358
Flour.....	157,452
Provisions (beef, pork, lard, etc.).....	7,685
Animals.....	14,694
Other agricultural products.....	6,483
Lumber and forest products.....	122,753
Coal.....	392,319
Plaster, lime and cement.....	6,925
Salt.....	1,458
Petroleum and oil.....	1,426
Iron, steel, and castings.....	50,392
Stone and brick.....	29,270
Manufactures—articles shipped from point of production.....	20,099
Merchandise, and other articles not enumerated above.....	123,356
Total tons carried.....	1,009,676

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

We cannot give details; Iowa tonnage not kept separate.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American, 75.00 per day on our road; $15.00 per day on Cannon Valley Branch; freight aud money orders. Take freight at depot.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? We pay Pullman Company mileage for sleepers, three cents per mile, and charge two dollars per berth to Chicago, and ($3.00) three dollars per berth to St. Louis.

U. S. MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Route No. 26021, White Bear to Fort Dodge, $71.82 per mile for 225.48 miles; route No. 26038, Minneapolis to Winthrop, $42.75 per mile for 71.1 miles.

What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? Half interest in 92 miles on Pacific Division.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? Western Union.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
December 6	L. C. Warner, brakeman	Lake Mills	Lack of caution.
December 30	Ed. Wright, freight conductor	Forest City	Own carelessness.
1883.			
February 3	C. Monson, section man	Forest City	Own carelessness.
March 5	H. H. Gilday, brakeman	Ft. Dodge	Lack of caution.
February 10	C. Gaugstead, farmer	Badger	Team ran away.
April 4	Jno. B. Gough, engineer	Benson's Grove	Cleaning pump; fireman let go pump chamber too soon.
April 2	Edward Farrell, brakeman	Augus	Lack of caution.
March 21	Chas. Whitlash, brakeman	Britt	Lack of caution.
May 28	Henry Stenson, no occupation	Forest City	Fell of train; his own fault.
June 19	J. C. Berry, brakeman	Corwith	Lack of caution.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	.....	5	.....
Getting on and off trains	.....	1	.....
Highway crossings	.....	.....	1
Miscellaneous	.....	2	.....
Stealing rides	.....	.....	1
Total	.....	8	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—R. R. Cable, Minneapolis.
Vice-President—W. H. Truesdale, Minneapolis.
Secretary—Joseph Gaskell, Minneapolis.
Treasurer—Joseph Gaskell, Minneapolis.
Assistant Superintendent—T. E. Clarke, Minneapolis.
Auditor—F. W. Partridge, Minneapolis.
General Passenger Agent—S. F. Boyd, Minneapolis.
General Freight Agent—J. A. Hanley, Minneapolis.
Attorney—J. D. Springer, Minneapolis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

R. R. Cable, Chicago.
A. B. Stickney, St. Paul.
H. H. Porter, Chicago.
W. D. Washburn, Minneapolis.
Benj. Brewster, New York.
W. R. Merriam, St. Paul.
T. F. Withrow, Chicago.
W. W. McNair, Minneapolis.
H. R. Bishop, New York.

Date of annual meeting of stockholders, first Tuesday in October.
Fiscal year of company ends December 31st.
General offices of the company are located at Minneapolis, Minn.

STATE OF MINNESOTA, } ss.
COUNTY OF HENNEPIN. }

W. H. Truesdale, Vice-President and Managing officer of the Minneapolis & St. Louis Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

[L. S. OF R. R.] W. H. TRUESDALE.

Subscribed and sworn to before me this 27th day of September, A. D. 1883.

C. H. CHILDS,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 1st day of October, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

OTTUMWA & KIRKVILLE RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 500,000.00	
Amount authorized by vote of the company	150,000.00	
Amount issued, number of shares, 1,500, amount paid in		$ 150,000.00
Amount of common stock issued	As above.	
Total amount paid in as per books of the company		$ 150,000.00
Amount of stock per mile of road	$ 30,000.00	
Amount of stock representing the road in Iowa	150,000.00	
Amount of stock held in Iowa	150,000.00	
Total number of stockholders	2	
Number of stockholders in Iowa	2	

DEBT.

Funded debt as follows:		
First mortgage bonds due in 1892, rate of interest 6 per cent		$ 87,000.00
Interest paid on same during the year	$ 2,610.00	
Car trust certificates		30,550.00
Interest on same	$ 1,980.00	
Total amount of funded debt		117,550.00
Floating debt:		
Incurred for construction	$ 11,625.98	
Wapello Coal Co. stock	10,000.00	
Incurred for real estate	4,416.00	
Total amount of floating debt		26,041.98
Total amount of debt liabilities		$ 143,591.98
Amount of debt per mile of road	$ 28,719.00	
Total amount of stock and debt		293,591.98
Amount of stock and debt per mile of road	58,719.00	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading	$	9,739.53
Bridging and masonry		3,185.08
Superstructure, including rails		35,924.16
Land, land damages and fences		2,428.00
Passenger and freight stations, coal sheds and water stations		1,167.32
Engine houses, car sheds and turntables		1,379.35
Machine shops, including machinery and tools		93.14
Interest paid during construction, discounts, etc		5,068.85
Engineering, agencies, salaries and other expenses during construction		4,671.28
All other items charged to construction not enumerated above		708.51
Total expended for construction	$	64,365.22
Average cost of construction per mile of road (5 miles)	$	12,873.05
Proportion of cost of construction for Iowa		64,365.22

COST OF EQUIPMENT.

Locomotives	$	6,800.00
Passenger, mail and express cars		1,700.00
Freight and other cars		24,500.00
Total for equipment	$	33,000.00
Average cost of equipment per mile of road operated by company (12 miles)		2,750.00
Proportion of cost of equipment for Iowa		33,000.00
Total cost of road and equipment		97,365.22
Average cost of road and equipment per mile (5 miles)	$	19,473.05
Proportion of cost of road and equipment for Iowa		97,365.22
Average cost of road and equipment per mile in Iowa (5 miles)		19,473.05

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$	9,739.53
Bridging and masonry		3,185.08
Superstructure, including rails		35,924.16
Land, land damages and fences		2,428.00
Passenger and freight stations, coal sheds and water stations		1,167.32
Engine houses, car sheds and turntables		1,379.35
Machine shops, including machinery and tools		93.14
Engineering, agencies, salaries, and other expenses during construction		10,448.64
Total for construction	$	64,365.22

EQUIPMENT.

	Number.		
Locomotives	1	$	6,800.00
Passenger, mail, baggage and express cars	1		1,700.00
Freight and other cars	50		24,500.00
Total for equipment		$	33,000.00
Any other expenditures charged to property account			192,116.70
Total expenditures charged to property accounts		$	289,481.92
Net addition to property account for the year		$	289,481.92

GENERAL EXHIBIT.

Total earnings	$	25,815.55
Total expenses, including taxes		12,451.34
Net earnings		13,364.21
Rentals, specifying amount paid to each company		6,388.62
Chicago, Rock Island & Pacific Railroad Company $6,388.62		
Interest accruing during the year		7,134.53
Interest paid during the year		7,134.53
Interest on funded debt		6,690.00
Interest paid on funded debt		6,690.00
Interest on floating debt		444.53
Interest paid on floating debt		444.53
Balance for the year		9,863.56
Balance at the close of the year, June 30, 1883		9,863.56
Income from other sources than earnings		10,022.50
Total income from all sources for the year	$	35,838.05

ANALYSIS OF EARNINGS.

Earnings, passenger:			
All passengers		$	1,708.90
Express and baggage			14.11
Total earnings, passenger department		$	1,723.01
Earnings per train mile run (10,000 miles)	$ 1,723		
Earnings, freight:			
From local	$ 23,609.88		
Total earnings, freight department			23,609.88
Earnings per train mile run (10,000 miles)	$ 2.36		
Total transportation earnings			25,332.89
Earnings per train mile run, from all trains earning revenue (10,000 miles)	$ 2.53		
Earnings per mile of road operated (12 miles)	$ 2,111.07		
Proportion of earnings for Iowa			25,332.89
Car mileage (credit balances)			482.66
Total income from all sources		$	25,815.55
Proportion of income for Iowa	All.		

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$	962.44
Repairs of bridges, culverts and cattle-guards		187.27
Total	$	1,149.71

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	463.69
Repairs of passenger cars		8.25
Repairs of freight cars		82.82
Total	$	554.76

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	857.08
Water supply		57.42
Oil and waste		216.90
Locomotive service		2,601.95
Mileage of passenger cars (debit balance)		197.10
Freight train service		1,770.41
Freight train supplies		52.94
Mileage of freight cars (debit balance)		640.06
Telegraph expenses (maintenance and operating)		174.12
Damages to property and cattle		84.40
Personal injuries		225.00
Agents and station service		921.74
Station supplies		15.81
Total	$	7,814.93

CLASS 4—GENERAL EXPENSES.

Salaries of general officers, clerks and legal expenses	$	3,152.70
Insurance		331.75
Taxes in Iowa, $282.65; total taxes		282.65
Total	$	3,767.10

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 1,149.71
Maintenance of motive power and cars		554.76
Conducting transportation		6,977.77
General expenses, including taxes		3,767.10
Total operating expenses and taxes		$ 12,449.34
Operating expenses and taxes per mile of road	$ 1,037.61	
Operating expenses and taxes per train mile run, for trains earning revenue (10,000 miles)	$ 1.245	
Proportion of operating expenses and taxes for Iowa		12,451.34
Expenses of running and management of freight trains		12,451.34
Expenses of running and management of freight trains per train mile	$ 1.24.50	
Expenses of running and management of all trains earning revenue		12,451.34
Percentage of expenses to income	44	

GENERAL RECAPITULATION.

Total income		$ 35,838.05
Total expenses and taxes		12,451.34
Net income above expenses and taxes		23,386.71
Net income above operating expenses, taxes, interest rental		9,863.56
Gross income per train mile run (10,000 miles)	$3.58	
Net income per train mile run (10,000 miles)	.90	
Percentage of net income to stock and debt	3	
Percentage of net income to cost of road and equipment	9	
Are charges for the transportation of the company's supplies included in the earnings as reported for your road	No.	

SURPLUS.

Surplus at the commencement of the year	None.	
Surplus at the close of the year		$ 9,863.56
Amount in material and balances from other roads		9,863.56

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Stock	$	350,000.00
Wapello Coal Company stock		10,000.00
Mining rights		2,000.00
Cash		205.62
Mine equipment		62,700.70
Railway construction		64,365.22
General expense		1,010.90
Farm improvement		356.67
Farm		6.19
Taxes		23.08
W., C. & M. Co		.66
Real estate		129,416.00
Insurance		164.00
Rolling stock		33,000.00
Bond sinking fund		10,000.00
Kirkville station		692.32
Loss and damage		69.00
Operating expenses		1,302.36
Track rental		1,500.00
Repairs		494.85
Prospecting		52.52
C., B. & Q. drawbacks		339.86
O. M. Ladd		75.00
Wapello county		74.67
Total	$	667,849.12

CREDIT.

Capital stock	$	500,000.00
Profit and loss		5,998.20
Royalty		1,648.20
Rent		370.84
Western Supply Co		3,750.11
Wapello Coal Co		6,418.56
Unpaid accounts		6,881.44
Interest and exchange		109.87
Bills payable		8,019.22
Bonds		97,000.00
J. T. Remey, trustee		30,550.00
Ottumwa station		188.00
C., B. & Q. joint billing		500.41
Freight earnings, C., B. & Q.		472.24
Passenger earnings		525.85
Car mileage		108.57
Freight earnings, O. & K.		5,298.50
Miscellaneous earnings		14.11
Total	$	667,849.12

DESCRIPTION OF ROAD.

Length of main line of road from Comstock to Kirkville, Iowa	5.00
Total length of road belonging to this company	5.00
Agregate length of sidings and other tracks not above enumerated	.50
Aggregate length of track, computed as single track, exclusive of sidings	5.00
Total length of iron rails in tracks, feet	28,501

(Weights per yard, iron, 48 pounds.)

Gauge of track, 4 feet, 8½ inches.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description, and length of each:	
Chicago, Rock Island & Pacific Railroad Company, Ottumwa to Comstock, miles	7
Total miles road operated by this company in Iowa	12

STATIONS.

Number of stations on all roads owned by this company	3
Number of telegraph offices in stations in Iowa	1

EMPLOYES.

Number of persons regularly employed on all roads operated by this company in Iowa	15
Amount paid employes, including officials, on all roads operated by this company in Iowa	$ 9,446.80

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden trestle and pile	9	544

BOX CULVERTS IN IOWA.

Timber	9	180

CATTLE GUARDS.

Number in Iowa	5	40

RENEWAL OF BRIDGES AND CULVERTS IN IOWA.

Amount of trestle work replaced with earth during the year (lineal feet)	2	32

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

KIND.	Material.	When built.	Length in feet.
Trestle	Wood	1882	48
Trestle	Wood	1882	80
Trestle	Wood	1882	64
Trestle	Wood	1882	80
Trestle	Wood	1882	48
Trestle	Wood	1882	80
Trestle	Wood	1882	64
Trestle	Wood	1882	48
Trestle	Wood	1882	32
Total			544

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	5
Average number of men in each section gang	4
Number of highway crossings at grade	5
Number of highway crossings under railroad	1
Number of highway bridges less than 18 feet above track	1

FENCING IN IOWA.

How many miles of fencing have you on your road, miles.....	1½
What is the average cost per rod, cents.....	75
How many miles of new fencing have you built during the year.....	1½
Give the the number needed on both sides of your track in each county in Iowa:	
In Wapello county, miles.....	8½
Total.....	8½

ROLLING STOCK.

	Owned.	Total.
Number of locomotives.....	1	1
Number of passenger cars.....	1	1
Number of coal cars.....	50	50
Total.....		51

Maximum weight of locomotives and tenders: 45 tons.
Average weight of locomotives and tender: 45 tons.
Number of locomotives equipped with train brake: 1.
Kind of brake: Westinghouse automatic.
Maximum weight of passenger cars: 15 tons.
Average weight of passenger cars: 15 tons.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 45 tons: 600 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year.....	10,000
Total train mileage.....	10,000

CARS AND WEIGHT OF TRAINS.

Average number of cars in freight trains.....	14
Average weight of freight trains, exclusive of freight, tons..	246

PASSENGER TRAFFIC.

Number of local passengers carried.....	3,892
Total number of passengers carried.....	3,892
Total passenger mileage, or passengers carried one mile.....	47,062
Average distance traveled by each passenger, miles.....	12
Average amount received from each passenger.....$	.44
Average rate of fare per mile for all passengers, cents.....	3½

FREIGHT TRAFFIC.

Number of tons of local freight carried	104,696
Total tons of freight carried	104,696
Total freight mileage, or tons carried one mile	1,256,352
Average rate per ton per mile received for local freight, cents.	2

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	68,520
Number of miles run by loaded freight cars west and north	2,800
Number of miles run by empty freight cars east and south	1,680
Number of miles run by empty freight cars west and north	67,200
Total freight car mileage	140,200
Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	24
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	96

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, per hour: 12 miles.

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Coal	101,598	97.00
Merchandise, and other articles not enumerated above	3,098	3.00
Total tons carried	104,696	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; pay first class rates of freight. Freights delivered at depot. Do a general express business.

TELEGRAPH.

How many miles of telegraph are owned by your company? Thirteen.

What other company, if any, owns a line of telegraph on your right of way? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1883.			
January 23	Chas. E. Walker, brakeman	Carver, Iowa	His own carelessness.
January 31	C. W. Johnson, brakeman	Ottumwa, Iowa.....	His own carelessness.

Both accidents occurred while coupling cars.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars	...	2	....
Total	....	2	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons injured during the year	2
Number of casualties purely accidental during the year	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. J. Potter, Chicago, Illinois.
Vice-President—J. C. Osgood, Ottumwa, Iowa.
Secretary—C. M. Schenck, Ottumwa, Iowa.
Treasurer—Lyman Cook, Burlington, Iowa.
General Manager—J. C. Osgood, Ottumwa, Iowa.
General Superintendent—J. A. Kebler, Kirkville, Iowa.
Chief Engineer—J. A. Kebler, Kirkville, Iowa.
Auditor—D. A. Telfer, Ottumwa, Iowa.
Attorney—William McNett, Ottumwa, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. J. Potter, Chicago, Illinois.
J. C. Osgood, Ottumwa, Iowa.
C. M. Schenck, Ottumwa, Iowa.
Lyman Cook, Burlington, Iowa.
H. B. Scott, Burlington, Iowa.

Date of annual meeting of stockholders, the first Monday in June.
Fiscal year of company ends March 31st.
General offices of the company are located at Ottumwa, Iowa.

STATE OF IOWA, }
COUNTY OF WAPELLO. } ss.

J. C. Osgood, Vice-President and Manager, and C. M. Schenck, Secretary, of the Ottumwa & Kirkville Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of

the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

Signed,

J. C. OSGOOD.

[L. S. OF R. R.] C. M. SCHENCK.

Subscribed and sworn to before me, this 24th day of September, A. D. 1883.

GEO. GRISWOLD,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 25th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

PRAIRIE DU CHIEN & McGREGOR RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association...$	100,000.00	
Amount authorized by vote of the company.....	100,000.00	
Amount issued, number of shares 1,000; amount paid in..		100,000.00
Amount of common stock issued.....$	100,000.00	
Total amount paid in as per books of the company...$		100,000.00
Amount of stock per mile of road.....$	50,000.00	
Amount of stock representing the road in Iowa...	12,500.00	
Amount of stock held in Iowa.....	None.	
Total number of stockholders.....	5	

DEBT.

(None.)

COST OF ROAD AND EQUIPMENT.

Total expended for construction during year*.....$	37,979.47

*The above amount, $37,979.47 was expended during the year ending June 30, 1883, in renewing and repairing the bridge. There was no increase of mileage.

GENERAL EXHIBIT.

Total earnings	$ 56,251.00	
Total expenses, including taxes	66,668.87	
Net earnings; loss		$ 10,417.87
Rentals, specifying amount paid to each company		
Dividends declared (per cent)		
Balance for the year; loss	$ 10,417.87	
Balance at commencement of the year		
Balance at the close of the year, June 30, 1883		
Income from other sources than earnings	None.	
Total income from all sources during the year		

ANALYSIS OF EARNINGS.

Total income from all sources	$ 56,251.00
Proportion of income for Iowa	7,031.38

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Total	$ 37,979.47

CLASS 3—CONDUCTING TRANSPORTATION.

Total	$ 19,255.70

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 8,400.00
Taxes in Iowa	$ 92.25	
Taxes in other States	941.45	
Taxes taxes		1,033.70
Total		$ 9,433.70

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 37,979.47
Maintenance of motive power and cars		
Conducting transportation		19,255.70
General expenses, including taxes		9,433.70
Total operating expenses and taxes		$ 66,668.87
Operating expenses and taxes per mile of road	$ 33,334.44	
Proportion of operating expenses and taxes for Iowa		8,333.61

GENERAL RECAPITULATION.

Total income	$ 56,251.00	
Total operating expenses and taxes	66,668.87	
Net income above operating expenses and taxes; loss		$ 10,417.87

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Cost of bridge	$ 100,000.00

CREDIT.

Capital stock	$ 100,000.00

DESCRIPTION OF ROAD.

Length of main line of road from Prairie du Chien to North McGregor	2
Length main line of road in Iowa	¼
Length main line of road in Wisconsin	1¾

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—John Lawler, Prairie du Chien, Wisconsin.
Secretary—Jno. D. Lawler, Prairie du Chien, Wisconsin.
Treasurer—Jno. D. Lawler, Prairie du Chien, Wisconsin.

DIRECTORS, NAME AND ADDRESS.

John Lawler, Prairie du Chien, Wisconsin.
John D. Lawler, Prairie du Chien, Wisconsin.
Thos. C. Lawler, Prairie du Chien, Wisconsin.
Daniel W. Lawler, Prairie du Chien, Wisconsin.
James Lawler, Prairie du Chien, Wisconsin.

Date of annual meeting of stockholders, November 9.
Fiscal year of company ends June 30.
General offices of the company are located at Prairie du Chien, Wisconsin.

STATE OF WISCONSIN, } ss.
COUNTY OF CRAWFORD. }

J. D. Lawler, Secretary and Treasurer of the Prairie du Chien & McGregor Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of thi company, and having carefully examined the same, declares them to be a

true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

]L. S. OF R. R.] J. D. LAWLER,
Secretary and Treasurer.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

[L. S.] THOS. C. LAWLER,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 18th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

SIOUX CITY & PACIFIC RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 6,000,000.00	
Amount authorized by vote of the company	2,068,400.00	
Amount issued, number of shares, 20,684; amount paid in		$ 2,068,400.00
Amount of common stock issued		1,899,400.00
Amount of preferred stock issued, and conditions of preferment		169,000.00
Interest 7 per cent per annum, payable semi-annually, on April 1st, and October 1st, and secured by first mortgage on road between Missouri Valley and California Junction, Iowa.		
Total amount paid in as per books of the company		$ 2,068,400.00

Amount of stock per mile of road	$ 19,255.26
Amount of stock representing the road in Iowa	1,530.700.00
Amount of stock held in Iowa	29,800.00
Total number of stockholders	84
Number of stockholders in Iowa	10

DEBT.

Funded debt as follows:		
First mortgage bonds, due January 1, 1898, rate of interest, 6 per cent	$	1,628,000.00
Interest paid on same during the year		
U. S. subsidy second mortgage bonds, due January 1, 1898, rate of interest, 6 per cent		1,628,320.00
Interest paid on same during the year		
Equipment bonds, due March 1, 1896, interest 6 per cent		519,000.00
Total amount of funded debt	$	3,775,320.00
Total amount of floating debt		2,112,597.45
Contingent liability as guarantor of bonds or debts of other roads:		
This company in connection with the companies owning the line from Chicago to Missouri Valley, Iowa, has agreed to contribute an amount necessary in addition to the rental of the extensions of the Fremont, Elkhorn & Missouri Valley Railroad west of Wisner, Nebraska, to meet the interest on the bonds of such extensions issued for the actual cost thereof, in proportion to the earnings of the contributing lines derived from such extensions.		
Total amount of debt liabilities	$	5,887,917.45
Amount of debt per mile of road	$ 54,812.11	
Total amount of stock and debt	7,956,317.45	
Amount of stock and debt per mile of road	74,067.37	

COST OF ROAD AND EQUIPMENT.

Cost of road and equipment		
Total cost of road and equipment	$	5,459,897.46
Average cost of road and equipment per mile (107,42 miles)		50,827.57
Proportion of cost of road and equipment for Iowa		4,094,302.98
Average cost of road and equipment per mile in Iowa (80.47 miles)		50,879.86

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Bridging and masonry	$	48.52
Superstructure, including rails		4,306.83
Land, land damages, and fences		18,312.89
Passenger and freight stations, coal sheds, and water stations		6,454.84
Machine shops, including machinery and tools		1,743.11
Total for construction	$	30,866.19

EQUIPMENT.

Total for equipment	$	3,049.09
Total expenditure charged to property accounts	$	33,915.28
Property sold (or reduced in valuation on the books) and credited property accounts during the year (specifying same):		
Amount refunded account land damages of previous years	$	677.00
Net addition to property account for the year		33,238.28

GENERAL EXHIBIT.

Total earnings	$	1,061,861.02
Total expenses, including taxes		827,947.13
Net earnings		233,913.89
Rentals, specifying amount paid to each company		138,303.23
Fremont, Elkhorn & Missouri Valley Railroad		
Interest accruing during the year		238,441.21
Interest paid during the year		140,742.01
Interest on funded debt		195,379.20
Interest paid on funded debt		97,680.00
Interest on floating debt		43,062.01
Interest paid on floating debt		43,062.01
Dividends declared (7 per cent); interest paid on preferred stock secured by mortgage		11,830.00
Balance for the year (deficit)		148,546.88
Interest falling due during the year and not paid		97,699.20
Floating debt liquidated during the year		274,189.76
Balance at commencement of the year (deficit)		1,467,967.80
Balance at the close of the year, June 30, 1883 (deficit)		1,616,514.68
Income from other sources than earnings		6,113.67
Total income from all sources for the year	$	1,067,974.69

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local passengers	$ 173,801.63	
From through passengers	133,188.68	
From all passengers		$ 306,990.31
From express and baggage		18,491.34
From mails		30,888.22
From other sources, passenger department		720.00
Total earnings, passenger department		$ 357,089.87
Earnings per train mile run [215,150 miles]	$ 1.65.97	
Earnings, freight:		
From local	$ 199,154.74	
From through	476,854.71	
From other sources, freight department	1,071.04	
Total earnings, freight department		$ 677,026.49
Earnings per train mile run (312,006 miles)	$ 2.17	
Total transportation earnings		$ 1,034,116.36
Earnings per train mile run, from all trains earning revenue (527,156 miles)	$ 1.96.17	
Earnings per mile of road operated (411.91 miles)	2.510.54	
Proportion of earnings for Iowa		389,919.70
Rents received for use of stations, etc		5,444.64
Car mileage (credit balances)		13,335.16
Income from all other sources		8,964.86
Total income from all sources		$ 1,061,861.02
Proportion of income for Iowa	$ 410,589.50	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 119,377.45
Renewal of rails (No. tons laid: steel, 1,004; iron, 1,089)	71,280.93
Renewal of ties (number laid 81,330)	49,158.96
Repairs of bridges, including culverts and cattle-guards	17,712.38
Repairs of fences, road-crossings and signs	1,832.54
Repairs of buildings, stations and water-tanks	18,733.52
Total	$ 278.095.78

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 38,439.17
Repairs of passenger cars	19,258.00
Repairs of freight cars	29,504.95
Total	$ 87.202.12

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives		$ 86,954.29
Water supply		7,207.60
Oil and waste		6,077.75
Locomotive service		50,836.68
Passenger train service		11,363.28
Passenger train supplies		2,520.59
Mileage of passenger cars (debit balance)		551.65
Freight train service		27,909.01
Freight train supplies		2,708.43
Telegraph expenses (maintenance and operating)		10,461.75
Damage and loss of freight and baggage		789.08
Damages to property and cattle		3,345.11
Personal injuries		4,201.85
Agents and station service		48,528.01
Station supplies		6,939.91
Total		$ 270,394.94

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks		$ 33,777.02
Legal expenses		5,918.77
Insurance		5,800.26
Stationery and printing		7,858.81
Outside agencies and advertising		5,914.79
Contingencies		7,960.45
Expense of ferry		73,048.18
Taxes in Iowa	$ 10,841.89	
Taxes in other States	41,134.12—Total taxes,	51,976.01
Total		$ 192,254.29

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings		$ 278,095.78
Maintenance of motive power and cars		87,202.12
Conducting transportation		270,394.94
General expenses, including taxes		192,254.29
Total operating expenses and taxes		$ 827,947.13
Operating expenses and taxes per mile of road	$ 2,010.00	
Operating expenses and taxes per train mile run, for trains earning revenue (527,156 miles)	1.57.06	
Proportion of operating expenses and taxes for Iowa		271,738.06
Percentage of expenses and taxes to income	77.97	

GENERAL RECAPITULATION.

Total income	$ 1,061,861.02
Total operating expenses and taxes	827,947.13
Net income above operating expenses and taxes	233,913.89
Net income above operating expenses, taxes, interest, and rental	Deficit.
Gross income per train mile run (527,156 miles)	$2.01.43
Net income per train mile run (527,156 miles)	0.44.37
Percentage of net income to stock and debt	2.94
Percentage of net income to cost of road and equipment	4.28

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

(Accounts show deficit.)

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Construction and equipment	$ 5,459,897.46
Equipment trust	519,000.00
Bond of this company	500.00
Cash	50,779.27
Due from agents, companies and individuals	117,248.39
Due from U. S. government for transportation	110,017.80
Material and supplies	82,359.85
Profit and loss (balance)	1,616,514.68
	$ 7,956,317.45

CREDIT.

Capital stock	$ 2,068,400.00
Funded debt	3,775,320.00
Floating debt:	
Interest unpaid	1,548,016.20
Notes payable	321,535.00
Vouchers and accounts	243,046.25
	$ 7,956,317.45

DESCRIPTION OF ROAD.

Length main line of road from Missouri Valley, Iowa, to Sioux City, Iowa, 75.65 miles; from California Junction to Fremont, Neb., 31.77 miles	107.42
Length main line of road in Iowa, miles	80.47
Length main line of road in Nebraska, miles	26.95
Total length of road belonging to this company, miles	107.42
Aggregate length of sidings and other tracks not above enumerated, miles	16.35
Same in Iowa	11.21
Aggregate length of track, computed as single track, exclusive of sidings, miles	107.42
Same in Iowa	80.47
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	80.47
Weights per yard, iron, 56 pounds.	
Gauge of track, 4 feet, 8½ inches.	

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:		
Fremont, Elkhorn & Missouri Valley Railroad.		
Main line, Fremont to Long Pine, Nebraska; main line, Fremont to Valentine, Nebraska, miles		269.06
Branch line, Norfolk Junction to Creighton, Nebraska		42.06
Total length of above roads in Nebraska		311.12
If any part of the road was first opened for operation during the past year state the date:		
July 10, 1882, miles	49.73	
April 8, 1883, miles	7.02	
Total miles of road operated by this company		418.54
Total miles of road operated by this company in Iowa		80.47

STATIONS.

Number of stations on all roads owned by this company	16
Same in Iowa	12
Number of stations on all roads operated by this company	50
Same in Iowa	12
Number of telegraph offices in stations in Iowa	11

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	960
Same in Iowa	Cannot state.
Amount paid employes, including officials, on all roads operated by this company	$ 434,095.57
Same in Iowa	Cannot state.

BRIDGES IN IOWA.

	No.	Aggregate Length.
Combination bridges over 100 feet in length	2	340
Combination bridges under 100 feet in length	1	75
Wooden trestle and pile	67	6,058

CATTLE GUARDS.

Number in Iowa	182

RENEWALS OF BRIDGES AND CULVERTS IN IOWA.

Amount of timber used in renewals of wooden bridges during the year (feet B. M.)	62,023
Give the average number of years the trestle and pile bridges last on your road in Iowa	12
Give the average number of years that wooden truss bridges last on your road in Iowa	10

ROAD-BED AND TRACK.

Number of track sections in Iowa	12
Average length of sections, miles	6 7-10
Average number of men in each section gang	7
Number of new ties laid in track during the year in Iowa	42,735
Average number of new ties per mile of road	531
New rails laid in track during the year in Iowa—iron (1,089 76-120 tons), miles	10.83
Total track laid with new rails during the year in Iowa, miles.	10.83
What is the average number of years that iron rails last in your track on main line in Iowa	14
What is the average number of years that steel rails last in your track on main line in Iowa?	No steel rails.
What is the average number of years that ties last in your track in Iowa	7

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality? Chicago, St. Paul, Minneapolis & Omaha Railroad at Sioux City. Illinois Central Railroad at Sioux City.	
Number of highway crossings at grade	100
Number of highway crossings at which there are flagmen, at Missouri Valley	1

FENCING IN IOWA.

How many miles of fencing have you on your road	117.27
What is the average cost per rod, cents	59
What is the total cost of same	$ 22,140.57
How many miles of new fencing have you built during the year	60.40
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Harison county	.58
Total miles	.58

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	16	12	28
Number of passenger cars	7	8	15
Number of baggage, mail and express cars	5	5	10
Number of box freight cars	300	89	389
Number of stock cars	190	20	210
Number of platform and coal cars	100	46	146
Number of other cars		15	15
Total	602	183	785

Maximum weight of locomotives and tenders, tons	45
Average weight of locomotives and tenders, tons	40
Number of locomotives equipped with train brake	9
Kind of brake, Westinghouse automatic.	
Maximum weight of passenger cars, tons	23
Average weight of passenger cars, tons	19
Number of cars equipped with train brake	25
Kind of brake, Westinghouse.	
Number of passenger cars equipped with Miller platform and buffer (including baggage, mail, express and office cars)	26
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight; weight of engine, 32 tons	255

MILEAGE TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	215,150
Miles run by freight trains during the year	312,006
Miles run by switching trains during the year	287,045
Miles run by other trains during the year	15,882
Total train mileage	830,083

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	8.2
Average weight of passenger trains, exclusive of passengers, tons	113
Average number of cars in freight trains	15
Average weight of freight trains, exclusive of freight, tons	208

PASSENGER TRAFFIC.

Number of through passengers carried	54,871
Number of local passengers carried	133,285
Total number of passengers carried	188,156
Total passenger mileage, or passengers carried one mile	9,385,080
Average distance traveled by each passenger, miles	49.9
Average amount received from each passenger	$ 1.63.1
Highest rate of fare per mile for any distance, cents	4.
Lowest rate of fare per mile for any distance, cents	1.5
Average rate of fare per mile for all passengers, cents	3.27

FREIGHT TRAFFIC.

Number of tons of through freight carried	249,222
Number of tons of local freight carried	145,685
Total tons of freight carried	394,940
Total mileage of through freight (tons carried one mile)	19,560,590
Total mileage of local freight (tons carried one mile)	10,109,108
Total freight mileage, or tons carried one mile	10,109,108
Average rate per ton per mile received for through freight, cents	2.44
Average rate per ton per mile received for local freight, cents.	1.97
Average rate per ton per mile received for all freight, cents.	2.28
Average rate per ton per mile received from freight to and from other roads, cents	2.44
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa. (This should not include fuel or any material for the use of the road), per cent.	5.41

CAR MILEAGE.

Number of miles run by loaded freight cars east and south	1,433,216
Number of miles run by loaded freight cars west and north	2,173,588
Number of miles run by empty freight cars east and south	1,276,942
Number of miles run by empty freight cars west and north	486,463
Total freight car mileage	5,370,112

Percentage of empty freight cars hauled east and south to all freight cars hauled east and south	47.1
Percentage of empty freight cars hauled west and north to all freight cars hauled west and north	18.3

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	22.19
Rate of speed of freight trains, including stops, miles per hour.	10.75

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	96,242	22.3
Flour	5,120	1.3
Provisions (beef, pork, lard, etc.)	13,215	3.3
Animals	47,403	12.0
Other agricultural products	1,943	.5
Lumber and forest products	78,822	20.0
Coal	20,810	5.3
Plaster, lime and cement	3,893	1.0
Salt	3,921	1.0
Stone and brick	54,470	13.8
Manufactures—articles shipped from point of production	5,292	1.3
Railroad construction material	12,449	3.2
Merchandise, and other articles not enumerated above	51,360	13.0
Total tons carried	394,940	100

TONNAGE OF ARTICLES TRANSPORTED WITHIN THE STATE OF IOWA.

	TONS.	PER CENT.
Grain	36,956	15.7
Flour	2,624	1.1
Provisions (beef, pork, lard, etc.)	10,435	4.4
Animals	20,619	8.8
Other agricultural products	894	.4
Lumber and forest products	66,021	28.0
Coal	17,090	7.3
Plaster, lime, and cement	2,990	1.3
Salt	3,690	1.5
Stone and brick	37,291	15.8
Manufactures—articles shipped from point of production	4,046	1.7
Construction material	1,356	.5
Merchandise, and other articles not enumerated above	31,794	13.5
Total tons carried	235,806	100

TONNAGE CROSSING THE MISSOURI RIVER BY FERRY NEAR BLAIR, NEB., FOR THE YEAR ENDING JUNE 30, 1883.

East bound number of tons	89,615
West bound number of tons	85,787
Total tons	175,402

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American Express Company. One and one half first-class rates on all packages weighing in excess of twenty pounds, except on fresh fish, oysters, fruit, vegetables, butter, eggs, poultry, game, coarse furs, and beer, on which we receive first-class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Cars of all transportation companies are allowed to run over lines of this company, receiving regular mileage. No preference and no contract.

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are they owned, and what charges are made in addition to regular passenger rates? Sleeping-cars are run between Missouri Valley and Sioux City on through trains between St. Paul and Kansas City, and Chicago and Sioux City. Pullman cars are run on the Kansas City train and Wagner cars on the Chicago train. Additional charges on St. Paul train between Council Bluffs or Missouri Valley and Sioux City, $1.50; St. Paul $2.00; on Wagner car between Chicago and Sioux City, $3.00. For seat between Missouri Valley and Sioux City fifty cents.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement by which these cars run on your road, the terms, and who receives the earnings. To Chicago, St. Paul, Minneapolis & Omaha Railway Company for Pullman sleepers, on Kansas City train, mileage three cents per mile, $1,644.30. To Chicago & Northwestern Railway Company, mileage on Wagner sleepers, on Chicago train, two cents per mile, $970.10.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? The U. S. government withholds all compensation for mail service. The amount charged the government for mail service in Iowa is $10,231.02 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $492.60.

TELEGRAPH.

How many miles of telegraph are owned by your company? The Western Union Telegraph Company operates the telegraph line on this company's road (107.42 miles) under a contract for 25 years from April 1, 1871.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own?

LANDS—CONGRESSIONAL GRANT.

No change since report for 1878.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.		NAME AND OCCUPATION	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1883.				
January	16	Peter Morgan, citizen	Sioux City	Trespasser (subject to fits); carelessness.
March	31	Joseph Burns, citizen	Missouri Valley	Trespasser; carelessness.

INJURED.

1882.				
August	5	James Zuver, employe	Modale	Fell from car; carelessness.
October	3	S. Frederick, employe	Missouri Valley	Long timbers on flat car; carelessness.
December	3	W. P. Buell, employe	California Junction	Coupling; carelessness.
December	5	S. Henry, employe	California Junction	Foot caught under pilot of engine; carelessness.
1883.				
March	8	F. P. Anders, employe	Missouri river	Blocking car in motion; carelessness.
April	7	P. Anders	Between Sioux City and Sergeant's Bluff	Caught by bridge while riding on top of high car; carelessness.
April	19	H. H. Harlow, employe	Sioux City	Jumping from engine; carelessness.
May	1	John Gilchrist, employe	Ferry at Missouri river	Foot slipped; carelessness.
May	8	Peter Robinson, employe	Ferry at Missouri river	Struck by stick of timber; accidental.
May	22	S. C. Henry, employe	California Junction	Coupling; carelessness.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Coupling cars					2	
Falling from trains					1	
Getting on and off trains					1	
Miscellaneous					5	
Overhead obstructions					1	
Trespassers on track			2			
Total			2		10	

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	2
Number of persons injured during the year	10
Number of casualties purely accidental during the entire year	1
Number resulting from lack of caution, carelessness, or misconduct	11
Number of persons killed or injured while intoxicated	None.
Number of trespassers on track killed or injured	2

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Oliver Ames, Boston, Mass.
Vice-President—D. C. Blair, Belvidere, N. J.
Secretary—P. E. Hall, Cedar Rapids, Iowa.
Treasurer—David P. Kimball, Boston, Mass.
Assistant Treasurer—J. Van Deventer, Cedar Rapids, Iowa.
General Manager—P. E. Hall, Cedar Rapids, Iowa.
General Superintendent—C. M. Lawler, Missouri Valley, Iowa.
Superrntendent—J. S. Wattles, Missouri Valley, Iowa.
Chief Engineer—J. E. Ainsworth, Missouri Valley, Iowa.
Superintendent of Telegraph—For Iowa, A. D. Peck, Missouri Valley, Iowa; for Nebraska, J. F. McClintock, Blair, Nebraska.
Auditor—Henry V. Ferguson, Cedar Rapids, Iowa.
General Passenger Agent—J. R. Buchanan, Missouri Valley, Iowa.
General Freight Agent—K. C. Morehouse, Missouri Valley, Iowa.
Attorneys—E. S. Bailey, Clinton, Iowa; Joy & Wright, Sioux City, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Fred. L. Ames, North Easton, Mass.
Oliver Ames, North Easton, Mass.
John I. Blair, Blairstown, N. J.
D. C. Blair, Belvidere, N. J.
James Blair, Scranton, Penn.
Wm. T. Glidden, Boston, Mass.
P. E. Hall, Cedar Rapids, Iowa.
David P. Kimball, Boston, Mass.
Horace Williams, Clinton, Iowa.
Date of annual meeting of stockholders, third Wednesday in May.
Fiscal year of company ends, December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, } ss.
COUNTY OF LINN. }

F. E. Hall, General Manager, and Henry V. Ferguson, Auditor, of the Sioux City & Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

Signed, P. E. HALL,
HENRY V. FERGUSON.

Subscribed and sworn to before me, this 14th day of September, A. D. 1883.

[L. S.] CHARLES H. CLARK.
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 15th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

GENERAL EXHIBIT FOR THE YEAR.

Total income		$ 17,232,981.89
Total expenses, including taxes		11,996,385.70
Net income		5,236,596.19
Rentals, (specifying amount paid to each company)		1,238,357.65
Miscellaneous income charges		876,639.90
Interest on funded debt		3,635,230.74
Balance for the year (deficit)		513,632.10
Interest falling due during the year (not paid)		
Balance at commencement of year as so charged (deficit)		2,918,497.53
Balance June 30, 1883 (deficit)	$ 3,432,129.63	

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From local and through passengers	$	3,991,309.54
From express and extra baggage		588,032.55
From mails		372,149.46
From other sources, passenger department		26,902.56
Total earnings, passenger department	$	4,978,394.11
Earnings, freight:		
From local and through freight	$	11,918,762.61
From other sources, freight department		25,302.54
Total earnings, freight department	$	11,944,065.15
Total transportation earnings		16,922,459.26
Rents for use of road		99,724.42
Income from all other sources		210,798.21
Proportion for Iowa, total income (383.90 miles)		1,899,763.10
Earnings per mile of road operated (3,482.4 miles)		4,948.59
Total income from all sources	$	17,232,981.89
Receipts from passenger trains per train mile run (5,063,495 miles)	$	0.98
Receipts from freight trains per train mile run (9,065,908 miles)	$	1.32

ANALYSIS OF EXPENSES.

Salaries of general officers and clerks	$	818,007.33
Legal expenses		77,618.63
Insurance		22,351.90
Stationery and printing		110,469.05
Outside agencies and advertising		266,411.38
Contingencies and miscellaneous		562,404.08
Repairs of bridges (including culverts and cattle-guards)		551,986.09
Repairs of buildings and rent		410,158.06
New buildings (charged to expenses)		16,483.89
Repairs of fences, road-crossings and signs		85,800.95
Renewal of rails		278,137.29
(No. tons laid, steel, 8,369.)		
(No. tons laid, iron, 4,916.)		
Renewal of ties		419,210.06
(No. laid, 650,000.)		
Repairs of road-bed and track		1,661,367.81
Repairs of locomotives		769,070.85
Fuel for locomotives		982,175.03
Water supply		117,771.81
Oil and waste		98,839.92
Locomotive service, salaries and wages		1,410,531.60
Repairs of passenger cars		252,727.21
Passenger train service, salaries and wages		244,974.22
Passenger train supplies		56,614.45
Mileage passenger cars (debit balances)		40,712.94
Repairs of freight cars		863,688.37
Freight train service, salaries and wages		668,896.33
Freight train supplies		169,843.33
Mileage freight cars (debit balances)		103,854.28
Telegraph expenses		344,615.53
Loss and damage, freight and baggage		88,301.75
Loss and damage, property and cattle, including losses by fire.		127,575.37
Personal injuries		106,061.01
Agents and station service, salaries and wages		1,270,886.52
Station supplies		47,624.64
	$	12,985,170.28
Less items charged to operating expenses, Jan. 1, 1882, to Oct. 31, 1882, transferred to improvement account		1,092,652.69
Total operating expenses	$	11,892,517.59
Taxes in Iowa	$ 17,784.05	
Taxes in other States		103,868.11
Total operating expenses and taxes	$	11,996,385.70

RECAPITULATION OF EXPENSES.

Total expenses of operating the road (embraced in classes 1, 2, 3 and 4)		$ 11,996,385.70
Proportion for Iowa	$ 1,322,481.75	
Per mile of road operated	3,444.86	
Per train mile for passenger, freight and mixed trains (14,320,802 miles)	$ 0.83.8	
Expense of running and management of passenger trains		990,727.11
Expense of running and management of passenger trains, per train mile, cents	19.6	
Expense of running and management of freight trains		2,909,652.40
Expense of running and management of freight trains, per train mile, cents	31.4	
Percentage of expenses to earnings	69.61	
Net earnings per train mile (14,320,802 miles)	36.6	

GENERAL RECAPITULATION.

Total earnings	$ 17,232,981.89
Total operating expenses	11,996,385.70
Earnings above operating expenses	$ 5,236,596.19
Percentage of net earnings to stock and debt	4
Percentage of net earnings to cost of road and equipment	4.496

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading and masonry		$ 12,050.67
Bridging		467,550.42
Superstructure (including rails)		157,037.94
Land, land damages and fences		75,979.24
Passenger and freight stations, coal-sheds and water stations.		102,037.10
Engine-houses, car-sheds, turntables, machine shops (including machinery and tools)		46,864.10
Engineering, agencies, salaries and other expenses during construction		10,138.51
Additional side tracks		77,944.81
Total for construction		$ 949,102.79
Locomotives		20,641.50
Tools and machinery		3,687.00
Passenger, mail and baggage cars		5,298.10
Freight and other cars		76,278.01
Total for equipment		$ 105,904.61
Other expenditures charged to property account (specifying same):		
Expenditures on account of construction and purchase of branches	$	7,454,168.08
Total expenditures charged to property accounts	$	8,509,175.48
Net addition to property account for the year	$	8,509,175.48

SURPLUS.

(None.)

BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

ASSETS.

Construction account } Equipment account } Cost of road, equipment, and appurtenances		$116,483,557.83
Other permanent investments (as follows)		9,290,572.73
Lands in Des Moines, Iowa	$ 300,000.00	
Investments and securities on hand	8,590,572.73	
Wabash line steamers	400,000.00	
Profit and loss balance		3,432,129.63
Total		$129,206,260.19

LIABILITIES.

Capital stock		$ 50,346,000.00
Funded debt		70,724,224.15
Unfunded debt (as follows)		8,136,036.04
Notes payable	$ 5,899,067.76	
Vouchers and accounts	2,236,968.28	
Total liabilities		$129,206,260.19

MILEAGE, TRAFFIC, ETC.

Passenger-train mileage	5,063,495
Freight-train mileage	9,065,908
Switching-train mileage and construction	4,521,963
Other train mileage	191,399
Total train mileage	18,842,765
Total number of passengers carried	4,050,763
Passenger mileage (passengers carried one mile)	159,639,514
Total tons of freight carried	5,792,537
Total tons freight carried one mile	1,254,965,026
Average weight of passenger trains (exclusive of passengers) pounds	80,400
Average number of cars in passenger trains	4
Average weight of freight trains exclusive of freight) pounds	470,000
Average number of cars in freight train	19.5
Average number of persons employed	13,244
Rate of speed of passenger and express trains, including stops, miles per hour	30
Rate of speed of freight trains, including stops, miles per hour	12

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	1,441,868	24.89
Flour	179,618	3.10
Animals	350,167	6.05
Other agricultural products	128,996	2.23
Lumber and forest products	800,560	13.82
Coal	968,510	16.72
Petroleum and oil	53,059	0.91
Railroad iron—iron and steel rails	138,374	2.39
Other iron and castings	30,480	0.53
Ores	22,093	0.38
Stone and brick	143,535	2.48
Manufactures—articles shipped from point of production	182,683	3.15
Merchandise, and other articles not enumerated above	1,352,594	23.35
Total tons carried	5,792.537	100

DESCRIPTION OF ROAD.

Length of main line of road from Toledo to Kansas City *via* St. Louis		707.90
Length of line with track laid		3,482.40
Branches owned by company:		
From Decatur to Camp Point	129.2	
Bluffs to East Hannibal	48.4	
Maysville to Pittsfield	6.2	
Clayton to Elvaston	34.5	
Edwardsville to Edwardsville Crossing	8.5	
Detroit to Butler	109.6	
Michigan City to Indianapolis	161.	
Attica to Covington	14.5	
West Lebanon to Leroy	76.	
Tilton to St. Francisville	108.7	
Vincennes to Cairo	156.5	
Pekin to Jacksonville	72.9	
Springfield to Havana	44.1	
Bates to Grafton	71.4	
Auburn Junction to Strawn	91.	
Streator to Fairbury	31.1	
Strawn Junction to Altamont	116.8	
Shumway to Effingham	8.5	
Champaign to Havana	100.3	
White Heath to Decatur	29.7	
Champaign to Sidney	11.6	
St. Louis Levee to Ferguson Junction	10.1	
Glasgow to Salisbury	15.	
Moberly to Coatesville	87.6	
Pattonsburg to Council Bluffs	143.	
Roseberry to Clarinda	21.5	
Alexandria to Humeston	126.	
Relay to Albia	24.	
Des Moines to Clive	7.	
Clive to Fonda	107.9	
Albia to Des Moines	67.3	
Total length of branches owned by company		2,039.90
Total length of branches owned in Iowa		338.20
Total length of road belonging to this company		2,747.80
Aggregate length of sidings and other tracks not above enumerated		126.00
Same in Iowa		23.40
Aggregate length of track, computed as single track		2,747.80
Same in Iowa		338.20

Total length of steel rails in tracks in Iowa	41.00
Total length of iron rails in tracks in Iowa	263.00

(Weights per yard, steel, 59 pounds.)
(Weights per yard, iron, 60 pounds.)
Gauge of track, 4 feet 8½ inches.

ROADS AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each:	
From Camp Point to Quincy	21.5
Detroit Depot Tracks	3.9
Butler to Logansport	93.
Hollis to Pekin	2.3
Chicago to Auburn Junction	7.7
State Line to Peoria	110.9
Peoria to Hollis	7.7
Hollis to East Keokuk	103.8
Hamilton to Warsaw	5.
La Harpe to Iowa	10.4
Iowa to East Burlington	8.3
Centralia to Columbia	21.8
Coatesville to Ottumwa	43.4
Brunswick to Chillicothe	38.
Chillicothe to Pattonsburg	41.7
North Lexington to St. Joseph	76.2
West Quincy to Trenton	134.
Keokuk to Buena Vista	2.7
Buena Vista to Alexandria	2.8
Total length of above roads	734.60
Total length of above roads in Iowa	45.70
Total miles of road operated by this company	3,482.40
Total miles of road operated by this company in Iowa	883.90
Number of stations in Iowa on all roads operated by this company	74
Number of telegraph offices in same	56

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	13,244
Same in Iowa	1,460
Number of locomotives	584
Number of passenger cars	198
Number of baggage, mail, and express cars	131
Number of parlor sleeping cars and dining cars (included in "other cars" below)	
Number of freight cars (basis of 8 wheels)	19,375
Number of other cars	29
Total cars	19,733

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? Pacific Express Company.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed, or order of transportation, and if so, in what particular? Merchants' Despatch Transportation Co., Erie and North Shore Despatch, Hoosac Tunnel Line, Red Line, Canada Southern Line, Star Union Line, Great Eastern Line, National Despatch, Continental Line, Blue Line, Erie and Pacific Despatch, Great Western Despatch.

What amount have you paid other corporations, car loaning companies (stock companies), or individuals, *not operating railroads*, for the use of cars, stating name of individuals or company, place of location of general office of said company, and amount paid to each?

American Refrigerator Transit Co.	$ 15,023.88
Anderson Refrigerator Co.	26.86
Anheuser Brewing Co.	57.87
Barclay Coal and Mining Co.	.18
Blue Line.	2,767.61
C. C. Comstock.	910.23
Coal Run Coal Co.	10.14
S. Cupples & Co.	566.75
Cutler & Savidge.	19.58
Empire Line.	107.83
Erie & Chicago Car Co.	885.90
Erie & North Shore Despatch.	26,062.76
Erie & Pacific Despatch.	1,262.24
Fish Bros. & Co.	44.64
N. K. Fairbanks.	191.45
Great Western Despatch.	687.72
William P. Gallup.	313.20
Hoosac Tunnel Line.	1,012.23
John Hurd.	31,347.02
J. H. Hilt & Co.	2,069.33
George H. Hull & Co.	11.24
Joliet Steel Co.	24.37
James F. Joy and William Rotch.	25,510.57

Thomas D. Kingan	$	1,002.27
W. J. Lemp		182.27
Mitchell, Lewis & Co		12.08
Merchants Despatch Transportation Co		15,068.18
J. C. McGrew		588.75
Menasha Wooden Ware Co		18.72
Marshall Car Co		22,272.79
Michigan Car Co		3,410.05
Mazeppa Milling Co		13.26
D. W. Parker		8.93
W. P. Rend		14.12
D. A. Richardson		403.52
St. Louis Car Loaning Co		11,594.57
South Shore Line		636.25
Standard Oil Co		3,237.97
St. Louis Refrigerator Co		1,701.46
Streator Coal Co		127.19
Tiffany Refrigerator Co		2.05
Texas Continental Transportation Co		.64
United States Rolling Stock Co		126.39
Union Line		9,027.43
Vermillion Coal Co		281.90
White Line		7,521.42
Wells, French & Co		54.93
Wilson & Co		263.63
	$	180,484.37
Less credits (below)		44,358.12
Total	$	136,126.25

CREDITS.

Canada Southern Line	$	23,949.69
Fall Brook Coal Co		.54
Great Eastern Line		5,918.53
Green Line Clearing House		41.22
National Despatch Line		1,043.45
Railway Clearing Association		1,925.38
Red Line Transit Co		11,477.01
Southern Railway and Ship Association		2.30
Total	$	44,358.12
Total amount paid	$	136,126.25

SLEEPING-CARS.

Do sleeping, parlor, or dining-room cars run on your road, and if so, on what terms do they run, by whom are the owned, and what charges are made in addition to regular passenger rates? Pullman, Wagner, and Woodruff sleeping cars; Wabash, St. Louis & Pacific dining cars; Wabash, St. Louis & Pacific chair cars.

What is the total amount paid by your company to palace or sleeping-car companies, to what companies, and the amount paid to each? Please state fully the arrangement made by which these cars are run on your road, the terms, and who receives the earnings. Pullman Palace Car Company, $48,263.44 for the year ending June 30, 1883; Wagner Sleeping Car Company, $163.96 for the year ending June 30, 1883.

UNITED STATES MAIL.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? For the year ending June 30th, 1883, $347,230.83.

COST OF ROAD AND EQUIPMENT.

Total expended for construction and purchase of branches for the year	$ 8,403,270.87
Average cost of construction per mile of road, not including sidings (3,482.4 miles)	
Proportion of cost of construction for Iowa (383.9 miles)	

COST OF EQUIPMENT.

Locomotives	$ 20,641.50
Passenger, mail, and baggage, cars	5,298.10
Freight and other cars	76,278.01
Machinery and tools	3,687.00
Total for equipment for the year	$ 105,904.61
Average cost of equipment per mile of road operated by company (3,482.4 miles)	$
Proportion of cost of equipment for Iowa (383.9 miles)	

COST OF ROAD AND EQUIPMENT.

Total cost of road, equipment, and appurtenances	$116,483,557.83
Average cost of same per mile	33,449.22
Proportion of same for Iowa (383-9 miles)	12,841,155.55
Maximum weight of locomotives in working order, standard, pounds	80,000
Maximum weight of locomotives in working order, narrow gauge, pounds	40,000

Maximum weight of tenders full of fuel and water, standard, pounds..... 86,000
Mamimum weight of passenger cars, pounds.....40,000 to 65,000
Number of mail and baggage cars..... 133
Number of box freight cars and platform cars 18,814
Length of heaviest engine and tender, from center of forward truck-wheel of engine to center of rear wheel of tender, feet..... 45.5
Total length of heaviest engine and tender over all, feet..... 52.5
Number of locomotives equipped with train brake 145
Kind of brake, Westinghouse.
Number of cars equipped with train brake..... 198
Kind of brake, Westinghouse.
Number of passenger cars with Miller platform and buffer and Blackstone platform..... 198
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

BRIDGES BUILT WITHIN THE YEAR IN IOWA.

LOCATION.	Kind.	Material.	When built.	Length in feet.
	Pile and trestle....	Wood	Sept. 1, 1882, to April 1, 1883.	1,847 (14 bridges).

	Number.	Aggregate Length.
Pile and trestle bridges and length in Iowa.....	135	14,137
Combination bridges.....	6	240
Wooden bridges.....	3	314
Stone arch culverts and viaducts.....	1	
Crossings of highways at grade.....	187	
Crossings at which gates or flagmen are maintained.....	4	

Number of railroad crossings over other railroads, specifying each:
Chicago, Burlington & Kansas City Railroad at Sedan and at Bloomfield.
Chicago, Rock Island & Pacific Railroad at Centerville.
Chicago, Burlington & Quincy Railroad at Humeston.
Chicago, Burlington & Quincy Railroad at Moravia.
Des Moines & Fort Dodge Railroad at Waukee.
Chicago & Northwestern Railroad at Eads.
Chicago & Northwestern Railroad at Jefferson.
Chicago, Burlington & Quincy Railroad at Albia.
Chicago, Rock Island & Pacific Railroad at Belknap.
Burlington & Missouri River Railroad, in Nebraska, at Shenandoah and Malvern.
Number of railroad crossings under other railroads, specifying each:
Chicago, Burlington & Quincy Railroad at Albia.

RATES OF FARE, ETC.

Average rate of fare per mile for passengers on roads operated by this company, cents	2.499
Average rate per ton per mile received for all freight carried, cents	.952

CAPITAL STOCK.

Amount authorized by articles of association	$ 50,346,000.00
Total amount paid in as per books of the company	$ 50,346,000.00
Total number of stockholders	
Number of stockholders in Iowa	
Amount of stock held in Iowa	

DEBT.

Funded debt as follows:

List attached	$ 70,724,224.15

BONDED DEBT.

First mortgage bonds, Toledo & Illinois Railroad, 7 per cent.	$ 900,000.00
First mortgage bonds, Lake Erie, Wabash & St. Louis Railroad, 7 per cent	2,500,000.00
First mortgage bonds, Great Western Railroad of 1859, 7 per cent	2,496,000,00
First mortgage bonds, Illinois & Southern Iowa Railroad, 7 per cent	300,000.00
First mortgage bonds, Decatur & East St. Louis Railroad, 7 per cent	2,700,000.00
First mortgage bonds, Quincy & Toledo Railroad, 7 per cent.	500,000.00
First mortgage bonds, Great Western Railroad, west of Decatur, 7 per cent	3,000.00
Second mortgage bonds, Toledo & Wabash Railroad, 7 per cent	1,000,000.00
Second mortgage bonds, Wabash & Western Railroad, 7 per cent	1,500,000.00
Second mortgage bonds, Great Western Railroad of 1859, 7 per cent	2,500,000.00
Consolidated sinking fund bonds, Toledo, Wabash & Western Railroad, 7 per cent	2,610,000.00
Wabash Railway funded debt bonds, 7 per cent	559,000.00
Wabash Railway funded debt bonds, graduated. 6 per cent	1,390,000.00
Wabash Railway sevens of 1879, 7 per cent	2,000,000.00
Mortgage notes, second series	
Mortgage notes, third series	
Graduated scrip certificates, six per cent	493,060.50
Seven per cent scrip certificates, from August 1st, 1877	116,585.00

Seven per cent scrip certificates, from February 1st, 1877	$ 379,178.65
Rolling stock certificates	
First mortgage bonds, Hannibal & Naples Railroad, 7 per cent	500,000.00
First mortgage bonds, Champaign, Havana & Western Div., six per cent	1,210,000.00
First mortgage bonds, Chicago Division, 5 per cent	4,500,000.00
First mortgage bonds, Havana, Rantoul & Eastern Railroad, 7 per cent	300,000.00
First mortgage bonds, Detroit Division 6 per cent	2,052,000.00
First mortgage bonds, Indianapolis Division, 6 per cent	2,000,000.00
First mortgage bonds, Cairo Division, 5 per cent	3,857,000.00
First mortgage bonds, Indianapolis, Peru & Chicago Railroad, 7 per cent	275,000.00
First mortgage bonds, Chicago, Cincago & Louisville Railroad, 7 per cent	1,000,000.00
First preferred mortgage bonds, Champaign, Havana & Western Railroad, 7 per cent	340,900.00
First mortgage bonds, North Missouri Railroad, 7 per cent	6,000,000.00
First mortgage bonds, Omaha Division, 7 per cent	2,350,000.00
First mortgage bonds, Clarinda Branch, 6 per cent	264,000.00
First mortgage bonds, Iowa Division, 6 per cent	2,289,000.00
First mortgage bonds, Centerville, Moravia & Albia Railroad, 6 per cent	400,000.00
Real estate and railway mortgage bonds, St. L., K. C. & N. Railroad, 7 per cent	3,000,000.00
First mortgage bonds, St. Charles bridge, 6 per cent	1.000,000.00
Second mortgage bonds, St. Charles bridge, 7 per cent	388,500.00
Real estate notes, 6 per cent	71,000.00
General mortgage bonds, 6 per cent	17,000,000.00
	$ 70,724,224.15
Uufunded indebtedness	$ 8,136,036.04
Total amount of funded debt	70,724,224.15
Amount of unfunded debt	8,136,036.04
Total amount of debt liabilities	$ 78,860,260.19

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
November 4	Wm. Rupple, not employe.....	.....	Sleeping under car on side track ; engine pulling out, cars run over him ; both legs crushed.
November 9	John O'Hara, laborer.....	.....	Caboose turned over on account of broken axle ; collar bone broken.
November 13	Frank Meredith, freight brakeman..	....	Coupling cars ; forefinger of right hand badly mashed.
November 24	J. J. Loffer, freight brakeman.....	....	Coupling cars ; end of finger bursted open.

RECAPITULATION OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others.
Causes beyond their control	....	....	....	....	1	....
Misconduct or want of caution	....	....	....	....	2	....
Trespassing on track, etc	....	....	....	....	....	1
Total	....	....	....	....	3	1

In view of the many accidents which occur from railway employes getting their feet caught in frogs, switches, etc., please state whether your company has adopted any plan for preventing such accidents:

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Jay Gould, New York City.
1st Vice-President—R. S. Hayes, St. Louis, Missouri.
Secretary—James F. How, St. Louis, Missouri.
Treasurer—A. H. Calef, New York City.
Treasurer (local)—D. S. H. Smith, St. Louis, Missouri.
2d Vice-President—A. L. Hopkins, New York City.
General Superintendent—R. Andrews, St. Louis, Missouri.
3d Vice-President—H. M. Hoxie, St. Louis, Missouri.
Division Superintendents—
R. S. Miner, Moberly, Missouri.
G. W. Stevens, Peru, Indiana.
H. F. Clark, Springfield, Illinois.
E. N. Armstrong, Peoria, Illinois.
Chief Engineer—W. S. Lincoln, St. Louis, Missouri.
Superintendent of Telegraph—C. Selden. St. Louis, Missouri.
Auditor—D. B. Howard, St. Louis, Missouri.
General Passenger Agent—H. C. Townsend. St. Louis, Missouri.
General Freight Agent—M. Knight, St. Louis, Missouri.
Attorneys (general and local)—Wager Swayne, New York, and Wells H. Blodgett, St. Louis.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Solon Humphreys, New York City.
Jay Gould, New York City.
A. L. Hopkins, New York City.
Russell Sage, New York City.
Sidney Dillon, New York City.
Samuel Sloan, New York City.

George G. Haven, New York City.
Thomas E. Tutt, St. Louis, Missouri.
James F. How, St. Louis, Missouri.
R. S. Hayes, St. Louis, Missouri.
Charles Ridgely, Springfield, Illinois.
George L. Dunlap, Chicago, Illinois.
F. L. Ames, Boston, Massachusetts.
James Cheney, Fort Wayne, Indiana.
James F. Joy, Detroit, Michigan.

General offices of the company are located at St. Louis, Missouri.
Date of annual meeting of stockholders, second Tuesday in March.
Fiscal year of company ends December 31st.

STATE OF MISSOURI, } ss.
CITY OF ST. LOUIS. }

R. S. Hayes, 1st Vice-President of the Wabash, St. Louis & Pacific Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

R. S. HAYES.

Subscribed and sworn to before me, this 3d day of September, A. D. 1883.

[SEAL.] THOMAS G. PORTIS,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 4th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

WISCONSIN, IOWA & NEBRASKA RAILWAY COMPANY

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 20,000,000.00	
Amount issued, number of shares 55, amount paid in		$ 5,500.00
Amount paid in on shares not issued. None.		
Amount of common stock issued. All common.		
Amount of preferred stock issued, and conditions of preferment. None.		
Total amount paid in as per books of the company		$ 5,500.00

Amount of stock per mile of road (40 miles)	$ 137.50
Amount of stock representing the road in Iowa	All.
Amount of stock held in Iowa	5,500.00
Total number of stockholders	5
Number of stockholders in Iowa	5

DEBT.

(Contract for building and equipping road, let to the Iowa Improvement Co., of the State of New Jersey. No part of the contract complete, and no part of the road turned over to the railway.)

DESCRIPTION OF ROAD.

Length main line of road, track laid north of Marshalltown, miles. 40

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago & Northwestern R'y, at Marshalltown.
Iowa Central R'y, at Marshalltown.
Toledo branch Chicago & Northwestern R'y, at Gladbrook.
Burlington, Cedar Rapids & Northern R'y, at Reinbeck.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—Geo. Glick, Marshalltown.
Vice-President—Samuel Merrill, Des Moines.
Secretary—J. M. Parker, Marshalltown.
Treasurer—J. M. Parker, Marshalltown.
Attorney—J. M. Parker, Marshalltown.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

Geo. Glick, Marshalltown.
Samuel Merrill, Des Moines.
J. M. Parker, Marshalltown.
A. T. Birchard, Marshalltown.
Hoyt Sherman, Des Moines.

Date of annual meeting of stockholders, first Tuesday of June.
General offices of the company are located at Marshalltown.

STATE OF IOWA, } ss.
COUNTY OF MARSHALL. }

George Glick, President, and J. M. Parker, Secretary, of the Wisconsin, Iowa & Nebraska Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) GEO. GLICK,
[L. S. OF R. R.] J. M. PARKER.

Subscribed and sworn to before me, this 13th day of October, A. D. 1883.

C. D. TAYLOR,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 18th day of October, A D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE, 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 3,000,000.00	
Amount issued, number of shares, 1,552; amount paid in.....		$ 155,200.00
This includes 298 shares of $100 each, issued on account of aid received from Washington and Crawford townships, Washington county, by tax and subscription; not yet passed into stock account.		
Amount paid in on shares not issued, number of shares 145...		14,500.00
Amount of common stock issued	All.	
Amount of preferred stock issued, and conditions of preferment.....	None.	
Total amount paid in as per books of the company..		$ 143,141.41

In addition to this $31,326.13 has been received from tax aid and subscriptions in Washington township, Washington county, and $20,506 tax and subscriptions from Crawford township, same county, not yet passed into stock account.

Amount of stock per mile of road.....	$ 4,377.10
Amount of stock representing the road in Iowa.	All.
Amount of stock held in Iowa.....	All.
Total number of stockholders.....	337
Number of stockholders in Iowa.....	All.

DEBT.

Funded debt as follows:		
First mortgage bonds due Aug. 1, 1889, rate of interest seven per cent		$ 120,000.00
Interest paid on same during the year	$ 8,400.00	
Second mortgage bonds due Aug. 2, 1886, rate of interest eight per cent		100,000.00
Sixteen thousand two hundred belongs to the company, $83,-800.00 issued.		
Interest paid on same during the year	None.	
Total amount of funded debt		$ 220,000.00
Floating debt:		
Incurred for construction	$ 1,200.00	
Incurred for machine shops, machinery and tools	2,500.00	
Incurred for miscellaneous	1,000.00	
Incurred for interest	7,300.00	
Total amount of floating debt		$ 12,000.00
Contingent liability as guarantor of bonds or debts of other roads	None.	
Total amount of debt liabilities		$ 232,000.00

Amount of debt per mile of road	$ 5,984.00
Total amount of stock and debt	375,141.41
Amount of stock and debt per mile of road	9,675.81

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY).

Grading	$ 48,787.32
Bridging and masonry	21,238.76
Superstructure, including rails	202,585.23
Land, land damages and fences	19,404.90
Passenger and freight stations, coal sheds and water stations; Engine houses, car sheds and turntables; Machine shops, including machinery and tools	16,984.85
Interest paid during construction, discounts, etc.	6,571.93
Engineering, agencies, salaries, and other expenses during construction	14,219.98
All other items charged to construction not enumerated above	1,570.73
Total expended for construction	$ 331,363.70

Average cost of construction per mile of road (38.77 miles)....	$	7,977.16
The third rail used by us on the Burlington, Cedar Rapids & Northern Railway cost us about $1,500.00 per mile for 14.3 miles. For this distance we have no other construction charges. We therefore deduct $21,450.00 from total cost of construction, and get average from remainder.		
Proportion of cost of construction for Iowa.....		All.

COST OF EQUIPMENT.

Locomotives.....	$	18,564.59
Passenger, mail, baggage and express cars		9,555.63
Freight and other cars		30,085.84
Wrecking cars, pile drivers, tools and sundries.....		3,678.52
Total for equipment.....	$	61,884.58
Average cost of equipment per mile of road operated by company (52.3 miles)	$	1.183.26
Total cost of road and equipment.....	$	393,248.28
Average cost of road and equipment per mile (35.77 miles).....	$	10,143.36

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Superstructure, including rails (credit).....	$	15.85
Land, land damages, and fences.....	$	264.65
Passenger and freight stations, coal sheds, and water stations.		94.15
Engine houses, car sheds and turntables.....		1.10
Machine shops, including machinery and tools.....		294.88
Total for construction.....	$	638.98

EQUIPMENT.

Freight and other cars	$	100.74
Tools.....		33.31
Total for equipment.....	$	134.05
Total expenditures charged to property accounts.....	$	772.98
Property sold and credited property accounts during the year: Old rails.....	$	15.85
Net addition to property accounts for the year.....	$	772.98

GENERAL EXHIBIT.

Total earnings		$ 40,571.18
Total expenses, including taxes		32,442.25
Net earnings		$ 8,128.93
Rentals, specifying amount paid to each company		5,365.05
Burlington, Cedar Rapids & Northern Railway	$ 4,071.00	
Burlington & Western Railway	1,294.05	
Interest accruing during the year		15,403.47
Interest paid during the year		8,699.47
Interest on funded debt		15,104.00
Interest paid on funded debt		8,400.00
Interest on floating debt		299.47
Interest paid on floating debt		299.47
Dividends declared	None.	
Deficit for the year		5,935.59
Interest falling due during the year and not paid		6,704.00
Taxes unpaid, including penalties		1,311.01
Income from other sources than earnings	None.	
Total deficit from all sources for the year		$ 13,950.60

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 10,776.80
From express and baggage		820.60
From mails		1,466.94
Total earnings, passenger department		13,064.34
Earnings, freight:		
Total earnings, freight department		$ 24,838.09
Total transportation earnings		$ 37,902.43
Earnings per train mile run, from all trains earning revenue (43,570 miles)	$ .86.74	
Earnings per mile of road operated (52.3 miles)	$ 724.71	
Rents received for use of road		2,668.75
Total income from all sources		$ 40,571.18

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$	8,110.42
Repairs of bridges, including culverts and cattle-guards		407.98
Repairs of fences, road crossings and signs		30.00
Repairs of buildings, stations and water tanks		313.22
Total	$	8,861.62

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	1,518.11
Repairs of passenger and freight cars		2,362.62
Total	$	3,880.73

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,853.88
Water supply		546.07
Oil and waste		446.81
Locomotive service		3,103.62
Passenger and freight train service		1,895.87
Telegraph expenses (maintenance and operating)		478.49
Damage and loss of freight and baggage		25.69
Damages to property and cattle		636.59
Personal injuries		60.45
Agents, station service		3,090.53
Total	$	14,138.00

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	3,619.49
Legal expenses		246.54
Office rent		432.10
Insurance		93.75
Stationery printing and advertising		488.12
Contingencies and miscellaneous		522.69
Taxes in Iowa		159.21
Total	$	5,561.90

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	8,861.62
Maintenance of motive power and cars		3,880.73
Conducting transportation		14,138.00
General expenses, including taxes		5,561.90
Total operating expenses and taxes	$	32,442.25

Operating expenses and taxes per mile of road.....$ 620.31
Operating expenses and taxes per train mile run, for trains earning revenue (43,570 miles).....$ .74.57
Proportion of operating expenses and taxes for Iowa. All.
Expenses of running and management of all trains earning revenue..... 7,950.38
Percentage of expenses to income, 79.96.

GENERAL RECAPITULATION.

Total income	$	40,571.18
Total operating expenses and taxes		32,442.25
Net income above operating expenses and taxes		8,128.93
Net deficit above operating expenses, taxes, interest, and rental		13,950.60

Gross income per train mile run (43,570 miles).....$ .93.12
Net income per train mile run..... ....Deficit.
Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year		None.
Surplus at the close of the year		None.
The amount of its own stock or bonds owned by the company	$	16,200.00

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Engineering	$	8,048.60
Supplies		5,877.78
Expense		14,721.36
Interest		67,669.99
Equipment		63,633.64
Operating		95,595.69
Right of way		18,309.48
Construction		273,572.60
Chicago, Burlington & Quincy Railway		605.82
Bills receivable		2,601.15
Building		15,235.79
Fencing		762.32
Rent		24,784.79
Repairs		62,422.22
Telegraph		1,767.03
Depot grounds		4,298.75
Surveys		3,235.92
Burlington & Western Railway		515.13
Contingent		100.75
Canton Coal Company		250.00
Miscellaneous		77.20
Cash		207.95
Wabash, St. Louis & Pacific Railway		
Total	$	664,293.96

CREDIT.

Bills payable	$	12,000.00
Stock		143,141.41
Mail service		7,184.20
Freight service		187,061.98
Express service		2,858.77
Express C (advanced)		500.00
Passenger service		55,915.47
First mortgage bonds		120,000.00
Second mortgage bonds		83,800.00
Washington subscription		2,224.90
Washington tax		29,101.23
Crawfordsville subscription		15,687.00
Crawfordsville tax		4,819.00
Total	$	664,293.96

DESCRIPTION OF ROAD.

Length main line of road from Burlington to Washington....	38.77
Total length of road belonging to this company.....	38.77
Aggregate length of sidings and other tracks not above enumerated.....	8.48

Total length of rails in tracks in Iowa, exclusive of sidings.
Weights per yard, steel, main line, 30 pounds.
Weights per yard, iron, third rail, 50 pounds.
Gauge of track, 36 inches.

In addition to the above this company has leased the right to run over 14.13 miles of the Burlington, Cedar Rapids & Northern Railway by means of a third rail, laid down and owned by this company between Burlington and Mediapolis. This company has also laid down and is using three-tenths miles of sidings on depot grounds, belonging to the above named corporation

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of each.....	None.
The Burlington & Western Railway from Winfield to Coppack, 15.9 miles) was operated by this company until August 15, 1882.	
Total length of above roads.....	15.9
Total miles of road operated by this company, except (for six weeks as above stated).....	52.30

STATIONS.

Number of stations on all roads owned by this company	9
Number of stations on all roads operated by this company ..	11
Number of telegraph offices in stations in Iowa.....	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company (average).....	65
Amount paid employes, including officials, on all roads operated by this company (approximately)..... .....$	22,500 00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges under 100 feet in length.....	1	60
Wooden trestle and pile.....	38	2,790

CATTLE-GUARDS.

Number of in Iowa.....	158

ROAD-BED AND TRACK.

Number of track sections in Iowa	6
Average length of sections, miles	6
Average number of men in each section gang	2.8
Number of new ties laid in track during the year in Iowa	5,000
Average number of new ties per mile of road	129.2
New rails laid in track during the year in Iowa	None.

CROSSINGS IN IOWA.

What railroads cross your road, at grade, and at what locality?
Central Iowa Railway, one mile south of Winfield.

Number of highway crossings at grade	38

FENCING IN IOWA.

How many miles of fencing have you on your road in Iowa... 4.80 in all, 2.40 counting both sides.	4.80
What is the average cost per rod	
What is the total cost of same	$ 762.32
Give the number of miles needed on both sides of your track in each county in Iowa	38.77
In Des Moines county	9.35
In Henry county	8.47
In Louisa county	2.84
In Washington county	10.51

Several miles of fence on our right of way belongs to private parties, for which this railway has paid nothing, and is not included herein.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	3	3
Number of passenger cars	3	3
Number of mail, baggage, and express cars	1	1
Number of box freight cars	40	40
Number of stock cars (6 slat, 14 combined)	20	20
Number of platform cars	21	21
Number of other cars (7 hand, 4 dump, 1 iron)	12	12
Total	97	97
Maximum weight of locomotives and tenders, tons		20.35
Average weight of locomotives and tenders, tons		16.45
Number of locomotives equipped with train brake		None.
Maximum weight of passenger cars, tons		10.25
Average weight of passenger cars, tons		9
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 20.35. tons	160	

MILEAGE, TRAFFIC, ETC.

*TRAIN MILEAGE.

Miles run by passenger and freight trains during the year	37,441
Miles run by switching trains during the year	6,129
Total train mileage	43,570

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains	7
Average weight of passenger and freight trains, exclusive of freight, pounds	88,000

PASSENGER TRAFFIC.

Number of local passengers carried	17,747
Number of special ticket passengers carried	2,051
Total number of passengers carried	19,798
Total passenger mileage, or passengers carried one mile	412,257
Average distance traveled by each passenger	20.82
Average amount received from each passenger	$ 0.544
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	1
Average rate of fare per mile for all passengers, cents	2.61

FREIGHT TRAFFIC.

Total tons of freight carried	14,616
Total freight mileage, or tons carried one mile	534,648
Average rate per ton per mile received for all freight, cents	4.64
Percentage of freight originating at, and carried to, stations in Iowa to total freight carried in Iowa	All.

CAR MILEAGE.

Number of miles run by loaded freight cars	84,193
Number of miles run by empty freight cars	67,290
Total freight car mileage	151,483
Percentage of empty freight cars hauled to all freight cars hauled	44.4

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger and freight trains, including stops, miles	16

* Mixed trains only.

TONNAGE OF ARTICLES TRANSPORTED.

	TONS.	PER CENT.
Grain	3,927	27
Flour	360	2.5
Provisions (beef, pork, lard, etc.)	184	1.25
Animals	2,522	17.25
Other agricultural products	295	2
Lumber and forest products	1,763	12
Coal	2,888	16.3
Plaster, lime, and cement	18	.1
Salt	134	.9
Iron, steel, and castings	313	2.1
Stone	56	.4
Manufactures, articles shipped from point of production	530	3.6
Merchandise, and other articles not enumerated above	2,126	14.6
Total tons carried	14,616	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your yoad, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American; one and a half times first-class freight rates. They do a general express business. Freight taken at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $1,604 for daily service.

What amount have you paid for receiving and delivering mail to and from stations on your road? $102.50.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way and how many miles does each own? Western Union, 38.77.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. July	John Greble, switchman.....	.....	Coupling cars; hand and arm injured.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Coupling cars		1	
Total		1	

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	0
Number of persons injured during the year	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—David Leonard, Burlington.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—Jno. T. Gerry, Burlington.
Chief Engineer—Jno. T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
Thomas Hedge, Burlington.
E. D. Rand, Burlington.
Lyman Cook, Burlington.
W. W. Baldwin, Burlington.
C. P. Squires, Burlington.
David Leonard, Burlington.
H. Herminghaus, Burlington.
Jno. T. Remey, Burlington.
Geo. Millard, Burlington.
Geo. C. Lawman, Burlington.
Jno. S. Cameron, Chicago.
J. T. Davidson, Winfield.
A. W. Chilcote, Washington.
Norman Everson, Washington.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss

T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Northwestern Railway Co., being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) T. W. BARHYDT.
JOHN T. GERRY.

Subscribed and sworn to before me, this 15th day of September, A. D. 1883.

R. M. GREEN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 19th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

BURLINGTON & WESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 3,000,000.00
Amount authorized by vote of the company	None.
Amount issued, number of shares, none; amount paid in	
Amount paid in on shares not issued, number of shares, none.	
Amount of common stock issued	None.
Amount of preferred stock issued, and conditions of preferment	None.
(The road is being built for cash, and no payments have been made on account of stock.)	

COST OF ROAD AND EQUIPMENT.

CONSTRUCTION OF ROAD AND BRANCHES (NOT REPORTED SEPARATELY.)

Grading		$ 119,038.74
Bridging and masonry		73,175.15
Superstructure, including rails		225,871.88
Land, land damages, and fences		29,535.59
Passenger and freight stations, coal sheds and water stations		12,472.54
Engine houses, car sheds, and turntables		1,777.98
Machine shops, including machinery and tools		4.35
Engineering, agencies, salaries, and other expenses during construction		19,856.04
Total expended for construction		$ 481,732.27
Average cost of construction per mile of road (47.2 miles)	$ 10,206.19	
Proportion of cost of construction for Iowa	All.	

COST OF EQUIPMENT.

Locomotives		$ 31,844.19
Passenger, mail, baggage, and express cars		10,735.62
Freight and other cars		40,883.80
Wrecking cars, pile drivers and tools		505.29
Total for equipment		$ 83,968.90
Average cost of equipment per mile of road operated by company (81 miles)	$ 1,036.64	
Total cost of road and equipment		$ 565,701.17
Average cost of road and equipment per mile (47.2 miles)	$ 11,985.19	

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Grading	$ 39,797.29
Bridging and masonry	41,386.24
Superstructure, including rails	58,147.86
Land, land damages, and fences	3,624.82
Passenger and freight stations, coal sheds and water stations	10,640.83
Engine houses, car sheds and turntables	1,376.86
Machine shops, including machinery and tools	4.35
Engineering, agencies, salaries, and other expenses during construction	8,744.68
Total for construction	163,722.93

EQUIPMENT.

Locomotives, 3	$ 31,844.19
Passenger, mail, baggage and express cars, 4	10,735.62
Freight and other cars, 78	28,365.37
Wrecking cars, pile drivers, and tools	371.51
Total for equipment	$ 71,316.69
Total expenditures charged to property accounts	235,039.62

GENERAL EXHIBIT.

Total earnings		$ 17,400.29
Total expenses, including taxes		17,032.88
Net earnings		$ 367.41
Rentals, specifying amount paid to each company:		
B. & N. W. R'y	$ 2,668.75	
Deficit for the year		2,301.34
Income from other sources than earnings:		
Packwood subscription	$ 1,335.70	
Woolson subscription	120.00	
Martinsburg subscription	1,915.00	—$ 3,370.70
Total income from all sources for the year		$ 20,770.99

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers		$ 3,294.08
Express		129.39
Total earnings, passenger department		$ 3,423.47
Earnings, freight:		
Total earnings, freight department		12,682.77
Total transportation earnings		16,106.24
Earnings per train mile run, from all trains earning revenue (46,597 miles)	$ 34.56	
Earnings per mile of road operated. Road was extending. No accurate figures can be given.		
Rents received for use of road		1,294.05
Total income from all sources		$ 17,400.29

Proportion of income for Iowa. All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 4,223.35
Repairs of bridges, including culverts and cattle guards	49.57
Repairs of buildings, stations, and water-tanks	7.76
Total	$ 4,280.68

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$ 550.29
Repairs of freight cars	550.32
Total	$ 1,100.61

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,905.45
Water supply		356.79
Oil and waste		120.62
Locomotive service		2,282.07
Passenger and freight train service		1,880.08
Damages to property and cattle		586.74
Personal injuries		44.85
Agents and station service		1,663.45
Total	$	10,840.05

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	503.22
Insurance		50.00
Contingencies and miscellaneous		258.32
Total taxes paid	None.	
Total	$	811.54

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	4,280.68
Maintenance of motive power and cars		1,100.61
Conducting transportation		10,840.05
General expenses, including taxes		811.54
Total operating expenses and taxes	$	17,032.88
Operating expenses and taxes per train mile run, for trains earning revenue (46,597 miles), cents	36.55	
Expenses of running and management of all trains earning revenue		6,664.93
Percentage of expenses to income	97.88	

GENERAL RECAPITULATION.

Total income	$	20,770.99
Total operating expenses and taxes		17,032.88
Net income above operating expenses and taxes		3,738.11
Net income above operating expenses, taxes, interest and rental		1,069.36
Gross income per train mile run (46,597 miles)	$ .44.57	
Net income per train mile run (46,597 miles)	.02.29	
Percentage of net income to stock and debt, no stock or debt.		
Percentage of net income to cost of road and equipment	00.19	

Are charges for the transportation of the company's supplies included in the earnings as reported for your road? No.

SURPLUS.

Surplus at the commencement of the year	None.

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS JUNE 30, 1883.

DEBIT.

Construction	$ 418,085.77
Right of way	27,966.34
Engineering	18,350.70
Buildings	14,254.87
Expense	2,033.06
Fencing	1,237.16
Equipment	83,968.90
Cash	10,617.20
Contingent	101.46
C., B. & Q. R'y	368.80
Supplies	34.38
Mail service	7.00
Repairs	5,381.29
Operating (miscellaneous)	11,117.87
Depot grounds	332.09
Track rent	928.86
Subscribers to construction fund	175,085.00
Total	$ 769,870.75

CREDIT.

Construction fund	$ 750,000.00
Passenger earnings	3,294.06
Freight	12,682.77
Express	129.39
Unclaimed pay	393.81
Packwood subscription	1,335.70
Woolson subscription	120.00
Martinsburg subscription	1,915.00
Total	$ 769,870.75

DESCRIPTION OF ROAD.

Length of main line of road from Winfield to Martinsburg, miles	47.2
Total length of road belonging to this company	47.2
Aggregate length of sidings and other tracks not above enumerated	2.2
Total length of iron rails in tracks in Iowa	47.20

Weights per yard, iron, pounds, 35.

Gauge of track, inches, 36.

ROAD AND BRANCHES BELONGING TO OTHER COMPANIES, OPERATED BY THIS COMPANY UNDER LEASE OR CONTRACT.

Name, description and length of road.
(This road has leased the right to run over the Burlington & Northwestern Railway from Winfield to Mediapolis, 19 miles; and to Burlington, 15 miles, over the B., C. R. & N. R'y, under the contract of the B. & N. W. R'y with the B., C. R. & N. R'y.)

Total length of above roads, miles	34
If any part of the above road was first opened for operation during the past year, state the date: Brighton to Martinsburg.	
Total miles of road operated by this company	81.2

STATIONS.

Number of stations on all roads owned by this company	8
Number of stations on all roads operated by this company	13
Number of telegraph offices in stations in Iowa	None.

EMPLOYES.

Number of persons regularly employed on all roads operated	52
Amount paid employes, including officials, on all roads operated by this company (approximately)	$ 11,000.00

BRIDGES IN IOWA.

Iron bridges over 100 feet in length	2
Wooden trestle and pile	83

CATTLE-GUARDS.

Number in Iowa: Can't give it.

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections	5.90
Average number of men in each section gang	3.75

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Central Iowa R. R., half mile west of Brighton.
What railroads cross your road, under, and at what locality?
Chicago, Rock Island & Pacific Railroad at Brighton.

Number of highway crossings at grade	41

FENCING IN IOWA.

How many miles of fencing have you on your road	3½
What is the average cost per rod, cents	97
What is the total cost of same	$ 1,237.16
How many miles of new fencing have you built during the year	.55

Give the number of miles needed on both sides of your track in each county in Iowa:

In Henry county, all but 3½ miles.
In Washington county, all.
In Jefferson county, all.
In Keokuk county, all.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	3	3
Number of passenger cars	2	2
Number of baggage, mail and express cars	2	2
Number of box freight cars	70	70
Number of platform cars	15	15
Number of coal cars	15	15
Number of other cars	16	16
Total	120	120
Maximum weight of locomotives, tons		22
Average weight of locomotives and tenders	Don't know.	
Maximum weight of passenger cars	Don't know.	
Average weight of passenger cars	Don't know.	
Number of passenger cars equipped with Miller platform and buffer		4

The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight: Don't know.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by freight trains during the year	38,795
Miles run by switching trains during the year	7,802
Total train mileage	46,597

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger and freight trains	7
Average weight of passenger and freight trains, exclusive of freight, pounds	88,000

PASSENGER TRAFFIC.

Total number of passengers carried	9,730
Total passenger mileage, or passengers carried one mile	212,250
Average distance traveled by each passenger, miles	21.81
Average amount received from each passenger	$ .33.85
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance	1
Average rate of fare per mile for all passengers, cents	1.55

FREIGHT TRAFFIC.

Total tons of freight carried	13;637
Total freight mileage, or tons carried one mile	648,642
Average rate per ton per mile received for all freight, cents	. 1.95
Percentage of freight originating at, and carried to, stations in Iowa, to total freight carried in Iowa	All.

CAR MILEAGE.

Number of miles run by loaded freight cars	117,947
Number of miles run by empty freight cars	50,214
Total freight car mileage	168,161
Percentage of empty freight cars hauled to all freight cars hauled	30

SPEED OF TRAINS IN IOWA.

Rate of speed of freight trains, including stops, miles	16

TONNAGE OF ARTICLES TRANSPORTED.

	Tons.	Per cent.
Grain	1,816	13.3
Flour	47	00.35
Provisions (beef, pork, lard, etc.)	110	00.8
Animals	1,418	10.4
Other agricultural products	40	00.3
Lumber and forest products	6,423	47.1
Coal	656	04.81
Plaster, lime and cement	63	00.46
Salt	82	00.6
Iron, steel and castings	966	7.10
Stone and brick	107	00.78
Manufactures, articles shipped from point of production	152	01.12
Merchandise, and other articles not enumerated above	1,757	12.8
Total	13,637	100

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? American; one and a half times first class freight rates; they do a general express business; freight taken at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? Contract pending.

What amount have you paid for receiving and delivering mail to and from stations on your road? $7.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882. November 24	H. J. Bailey, express and baggageman	Between Noble and Coppack	Fell from train.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	KILLED.		
	Passengers.	Employes.	Others.
Falling from trains	.....	1	.....
Total	.....	1	.....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons killed during the year	1
Number of persons injured during the year	0

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—T. W. Barhydt, Burlington.
Vice-President—Jno. S. Cameron, Chicago.
Secretary and Treasurer—R. M. Green, Burlington.
General Superintendent—Jno. T. Gerry, Burlington.
Chief Engineer—Jno. T. Gerry, Burlington.
Attorneys—Kelley & Cooper, Burlington.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

T. W. Barhydt, Burlington.
E. D. Rand, Burlington.
Thos. Hedge, Burlington.
Jno. S. Cameron, Chicago.
Hugh Herminghaus, Burlington.

Date of annual meeting of stockholders, third Wednesday in June.
Fiscal year of company ends May 31.
General offices of the company are located at Burlington, Iowa.

STATE OF IOWA, }
COUNTY OF DES MOINES. } ss.

T. W. Barhydt, President, and Jno. T. Gerry, Superintendent, of the Burlington & Western Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed),

T. W. BARHYDT.
JOHN T. GERRY.

Subscribed and sworn to before me, this 18th day of September, A. D. 1883.

R. M. GREEN,
[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads, this 19th day of September, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

DES MOINES, OSCEOLA & SOUTHERN

RAILROAD COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 2,000,000.00	
Amount authorized by vote of the company	500,000.00	
Amount issued, number of shares, 4,611; amount paid in		$ 461,100.00
Amount paid in on shares not issued, number of shares		
Amount of common stock issued, 4,611		461,100.00
Total amount paid in as per books of the company		$ 461,100.00
Amount of stock per mile of road	$ 5,000.00	
Amount of stock representing the road in Iowa	All	
Amount of stock held in Iowa	305,600.00	
Total number of stockholders	37	
Number of stockholders in Iowa	32	

DEBT.

Funded debt as follows:		
Bonds due July, 1896, rate of interest 7 per cent		810,000.00
Interest paid on same during the year		
Total amount of funded debt		$ 810,000.00
Total amount of debt liabilities		$ 810,000.00
Amount of debt per mile of road	$ 7,000.00	
Total amount of stock and debt	1,271,100.00	
Amount of stock and debt per mile of road	12,000.00	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$ 1,271,100.00
(In this is included the cost of equipment and rolling stock.)	
Average cost of construction per mile of road (miles)	$ 13,000.00
Proportion of cost of construction for Iowa	All.

COST OF EQUIPMENT.

	Number.	
Locomotives	6	$ 55,000.00
Passenger, mail, baggage and express cars	4	12,000.00
Freight and other cars	200	70,000.00
Total for equipment		$ 137,000.00
Total cost of road and equipment		$ 1,271,100.00

Proportion of cost of road and equipment for Iowa..... All

PROPERTY ACCOUNTS.

CHARGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR.

Total expenditures charged to property accounts	789,600.00

GENERAL EXHIBIT.

Interest accruing during the year (last six months)	28,350.00
Interest paid during the year (last six months)	28,350.00
Interest on funded debt	All
Interest paid on funded debt	All

The road came under management of the railroad company January 1, 1883; prior to that time it was operated by the construction company. The following statements show earnings and expenses since January 1, 1883.

ANALYSIS OF EARNINGS.

Earnings, passenger:	
From all passengers	$ 14,194.80
From express and baggage	504.82
From mails	1,816.87
Total earnings, passenger department	$ 16,516.49
Earnings, freight:	
Total earnings, freight department	$ 45,982.10
Earnings per mile of road operated (85 miles)	$ 736.57
Income from all other sources—telegraph earnings	109.50
Total income from all sources	$ 62,608.09

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	13,068.00
Maintenance of motive power and cars		9,517.92
Conducting transportation		17,623.16
General expenses, including taxes		8,677.10
Total operating expenses and taxes	$	48,906.18
Operating expenses and taxes per mile of road	$ 575.38	

GENERAL RECAPITULATION.

Total income	$	62,608.09
Total expenses and taxes		48,906.18
Net income above expenses and taxes		13,701.91
Net income above operating expenses, taxes, interest, and rental	$14,648.09 deficit.	

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Decatur City, Iowa, miles	85
Total length of road belonging to this company	85.00
Aggregate length of sidings and other tracks not above enumerated	3.50
Same in Iowa	3.50
Aggregate length of track, computed as single track, exclusive of sidings	85.00
Same in Iowa	85.00
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	85
(Weights per yard, iron, 30 and 35 pounds.)	
Gauge of track, three feet.	
If any part of the road was first opened for operation during the past year, state the date? All of it January 1, 1883.	
Total miles of road operated by this company	85.00

STATIONS.

Number of stations on all roads owned by this company	11
Number of stations on all roads operated by this company	11
Number of telegraph offices in stations in Iowa	10

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		93
Amount paid employes, including officials, on all roads operated by this company	$	25,000.00

BRIDGES IN IOWA.

	No.	Aggregate length.
Wooden truss bridges over 100 feet in length	2	232
Wooden truss bridges under 100 feet in length	4	220

ROAD-BED AND TRACK.

Number of track sections in Iowa	11
Average length of sections, nearly, miles	8
Average number of men in each section gang	5
Number of new ties laid in track during the year in Iowa	
Average number of new ties per mile of road	
New rails laid in track during the year in Iowa—iron (..tons), miles	
New rails laid in track during the year in Iowa—steel (..tons), miles	
Total track laid with new rails during the year in Iowa, miles	
What is the average number of years that iron rails last in your track on main line in Iowa?	
What is the average number of years that steel rails last in your track on main line in Iowa?	
What is the average number of years that ties last in your track in Iowa?	

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Burlington & Quincy Railway at Osceola.

Winterset Branch Chicago, Rock Island & Pacific Railway at 1¼ miles west of Lothrop.

Humeston & Shenandoah Railroad at Van Wert.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	6	6
Number of passenger cars	3	3
Number of baggage, mail and express cars	1	1
Number of box freight cars	120	120
Number of stock cars	20	20
Number of platform cars	40	40
Number of coal cars	20	20
Total	204	204

Maximum weight of locomotives and tenders, tons..... 22
Average weight of locomotives and tenders, tons..... 18
Number of locomotives equipped with train brake..... 2
Kind of brake: Eames vacuum.
Number of cars equipped with train brake..... 4
Kind of brake: Vacuum.
Number of passenger cars equipped with Miller platform and buffer..... 3
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight.

MILEAGE, TRAFFIC, ETC.

Highest rate of fare per mile for any distance, cents..... 4
Lowest rate of fare per mile for any distance, cents..... 4
Average rate of fare per mile for all passengers, cents..... 4

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express; rate, one and one-half first-class.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $42.75 per mile per annum.
What amount have you paid for receiving and delivering mail to and from stations on your road?

TELEGRAPH.

How many miles of telegraph are owned by your company? 85.
What other company, if any, owns a line of telegraph on your right of way? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—B. L. Harding, Des Moines, Iowa.
Vice-President—Henry Stivers, Osceola, Iowa.
Secretary—Aaron Stivers, Osceola, Iowa.
Treasurer—Aaron Stivers, Osceola, Iowa.
General Superintendent—Henry Stivers, Osceola, Iowa.
Chief Engineer—A. A. Rice, Osceola, Iowa.
Superintendent of Telegraph—A. E. Towslee, Osceola, Iowa.
Auditor—F. G. Jones, Osceola, Iowa.
General Passenger Agent—T. W. Armstrong, Osceola, Iowa.
General Freight Agent—T. W. Armstrong, Osceola, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

B. L. Harding, Des Moines, Iowa.
W. W. Wick, Des Moines, Iowa.
S. M. Leach, Adel, Iowa.
Henry Stivers, Osceola, Iowa.
Aaron Stivers, Osceola, Iowa.
John H. Jamison, Osceola, Iowa.
R. A. Dague, Osceola, Iowa.
J. B. Wells, Osceola, Iowa.
D. Webster, Osceola, Iowa.
J. A. Woodbury, Osceola, Iowa.
W. H. Hall, Osceola, Iowa.
Geo. C. Holt, Osceola, Iowa.
W. G. Agnew, Osceola, Iowa.
J. O. McAuley, Osceola, Iowa.
W. H. Ridgeway, Osceola, Iowa.

Date of annual meeting of stockholders, Wednesday after the second Tuesday in January.

Fiscal year of company ends ——.

General offices of the company are located at Osceola, Iowa.

STATE OF IOWA, }
COUNTY OF CLARKE. } ss.

Henry Stivers, Vice-President and General Superintendent of the Des Moines, Osceola & Southern Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

[L. S. OF R. R.] HENRY STIVERS.

Subscribed and sworn to before me this 24th day of September, A. D. 1883.

H. L. KARR,

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 25th day of September, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

FORT MADISON & NORTHWESTERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.*

CAPITAL STOCK.

Amount authorized by articles of association	$ 10,000,000.00	
Amount issued, number of shares ..... amount paid in....		425,600.00
Amount of common stock issued		425,600.00
Total amount paid in as per books of the company		$ 425,600.00
Amount of stock per mile of road	$ 10,000.00	
Amount of stock representing the road in Iowa	All.	
Amount of stock held in Iowa	206,500.00	
Total number of stockholders	86	
Number of stockholders in Iowa	66	

DEBT.

Funded debt as follows:		
Bonds due .... rate of interest	$ 150,000.00	
Interest paid on same during the year	10,500.00	
Total amount of funded debt		150,000.00
Floating debt, incurred for equipment		73,264.00
Total amount of debt liabilities		$ 223,264.00
Amount of debt per mile of road	$ 5,300.00	
Total amount of stock and debt	648,864.00	
Amount of stock and debt per mile of road	15,300.00	

* The road of this company is in process of construction.

COST OF ROAD AND EQUIPMENT.

Average cost of construction per mile of road (41 miles) about	$ 12,000.00
Proportion of cost of construction for Iowa	All.

DESCRIPTION OF ROAD.

Length of main line of road from Fort Madison to Birmingham, miles	41
Agregate length of sidings and other tracks not above enumerated	About one mile.
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	41.00
(Weights per yard, iron, 30 pounds.)	
Gauge of track, 3 feet.	

STATIONS.

Number of stations on all roads owned by this company	11
Number of stations on all roads operated by this company	11
Number of telegraph offices in stations in Iowa	None.

EMPLOYES.

Number of persons regularly employed on all roads operated by this company in Iowa	42
Amount paid employes, including officials, on all roads operated by this company	

BRIDGES IN IOWA.

	No.	Aggregate Length.
Wooden trestle and pile	64	5,345

BOX CULVERTS IN IOWA.

Timber	3
Stone	5

CATTLE GUARDS.

Number in Iowa	96

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections, miles	5

CROSSINGS IN IOWA.

What railroads cross your road, either over or under, and at what locality?

North Branch St. L., K. & N. W. R'y, near Mertensville.

Number of highway crossings at grade	55
Number of highway crossings over railroad	1
Number of highway crossings under railroad	5
Number of highway bridges 18 feet above track	1

ROLLING STOCK.

	Leased.	Owned.	Total.
Number of locomotives	3	1	4
Number of passenger cars	2	..	2
Number of baggage, mail, and express cars	1	..	1
Number of combination cars	1	..	1
Number of caboose	..	1	1
Number of box freight cars	55	6	61
Number of stock cars	20	3	23
Number of platform cars	25	..	25
Number of coal cars	..	6	6
Number of other cars: hand cars, 11; push cars, 9; iron cars, 3	..	23	23
Total	107	40	147

Maximum weight of locomotives and tender, 20 tons.

Average weight of locomotives and tenders, 15.12 tons.

Number of locomotives equipped with train brake. None.

Kind of brake. Hand brake.

Maximum weight of passenger cars. 9 tons.

Average weight of passenger cars. 8½ tons.

Number of cars equipped with train brake. None.

Kind of brake: Hand brake.

Number of passenger cars equipped with Miller platform. Two coaches and two combination.

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? American Express Company; at one and one-half first-class rates; doing a general business and taking their freight at the depots.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service? $42.75 per mile for first eleyen miles per annum from January 1, 1882. Compensation for balance of the road not yet determined upon.

TELEGRAPH.

What other company, if any, owns a line of telegraph on your right of way? None.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. C. Atlee, Fort Madison, Iowa.
Vice-President—H. Ketchum, Fort Madison, Iowa.
Secretary—E. W. Merrill, Fort Madison, Iowa.
Treasurer—S. B. Kenrick, Fort Madison, Iowa.
General Superintendent—S. B. Kenrick, Fort Madison, Iowa.
Chief Engineer—Chas. Harley, Fort Madison, Iowa.
Auditor—S. B. Kenrick, Fort Madison, Iowa.
General Passenger Agent—S. B. Kenrick, Fort Madison, Iowa.
General Freight Agent—S. B. Kenrick, Fort Madison, Iowa.
Attorneys—Van Valkenburg & Hamilton, Fort Madison, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. C. Atlee, Fort Madison, Iowa.
H. Ketchum, New London, Wisconsin.
D. M. Kelly, Green Bay, Wisconsin.
S. B. Kenrick, Fort Madison, Iowa.
E. W. Merrill, Fort Madison, Iowa.
J. D. M. Hamilton, Fort Madison, Iowa.
Geo. Schlapp, Fort Madison, Iowa.
Chas. Doerr, Fort Madison, Iowa.
T. P. Bingham, Green Bay, Wisconsin.

Date of annual meeting of stockholders, Second Tuesday in July.
Fiscal year of company ends June 30.
General offices of the company are located at Fort Madison, Iowa.

STATE OF IOWA, }
COUNTY OF LEE. } ss.

E. W. Merrill, Secretary of the Fort Madison Northwestern Railway Company, being duly sworn, deposes and says that the foregoing statements were prepared by the proper officers and agents of this company, and having carefully examined the same, he believes them to be a true, full, and correct statement of the condition and affairs of said company, as to the

matters therein set forth, on the thirtieth day of June, A. D. 1883, to the best of his knowledge and belief.

(Signed),

]L. S. OF R. R.] E. W. MERRILL,
Secretary.

Subscribed and sworn to before me, this 28th day of November, A. D. 1883.

[L. S.] J. D. M. HAMILTON,
Notary Public.

Received and filed in the office of the Commissioners of Railroads, this 29th day of November, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

REPORT

OF THE

ST. LOUIS, DES MOINES & NORTHERN RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association....	$ 3000,000.00	
Amount of common stock issued		$ 387,750.00
Amount of preferred stock issued, and conditions of preferment.....		335.000.00
Total amount paid in as per books of the company.....		$ 722,750.00
Amount of stock per mile of road (38.93 miles)....	$ 18,822.24	
Amount of stock representing the road in Iowa ...		
Amount of stock held in Iowa.....	193,875	
Total number of stockholders.....	7	
Number of stockholders in Iowa.....	6	

DEBT.

Funded debt as follows:		
First mortgage bonds, due Angust 1, 1921, rate of interest 6 per cent.....		$ 303,000.000
Interest paid on same during the year.....	None.	
Bonds are $4,000 per mile from west city limits to Clive Station, and $8,000 per mile from Clive Station north.		
Total amount of funded debt.....		303,000.00
Total amount of debt liabilities.....		$ 303,000.00
Amount of debt per mile of road.....	$ 8000.00	
Total amount of stock and debt.....		1,025,750.09
Amount of stock and debt per mile of road.....	$ 28,000.00	

COST OF ROAD AND EQUIPMENT.

Total expended for construction	$	1,025,750.00
Average cost of construction per mile of road (42.365 miles)	$	28,000.00

Proportion of cost of construction for Iowa. All.

COST OF EQUIPMENT.

(The equipment is included in the cost of the road.)

GENERAL EXHIBIT.

Total earnings	$	52,708.28
Total expenses, including taxes		77,577.91
Net earnings (deficit)		24,869.63
Interest accruing during the year		18,180.00
Interest paid during the year		
Interest on funded debt		18,180.00
Dividends declared		

ANALYSIS OF EARNINGS.

Earnings, passenger:		
All passengers	$	16,293.01
Express and baggage		450.87
Total earnings, passenger department	$	16,743.88
Earnings per train mile run (.... miles)		
Earnings, freight:		
Total earnings, freight department	$	35,779.33
Total transportation earnings		52,523.21
Earnings per mile of road operated (42 miles)	$ 1,254.96	
Car mileage (credit balances)		98.30
Income from all other sources—telegraph earnings		86.77
Total income from all sources	$	52,708.28

Proportion of income for Iowa.....All.

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES.)

Repairs of road-bed and track	$	15,334.81
Repairs of bridges, culverts and cattle-guards		1,572.01
Repairs of fences, road-crossings and signs		9.75
Repairs of buildings, stations and water-tanks		933.90
Total	$	17,850.47

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs of locomotives	$	2,620.09
Repairs of passenger and freight cars		1,446.67
Total	$	4,066.76

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$	3,537.76
Water supply		349.09
Oil and waste		474.12
Locomotive service		5,159.04
Passenger train service		1,604.88
Passenger train supplies		253.40
Freight train service		1,604.88
Freight train supplies		214.46
Mileage of freight cars (debit balance)		725.85
Telegraph expenses (maintenance and operating)		201.46
Damage and loss of freight and baggage		206.26
Damages to property and cattle		135.00
Personal injuries		158.85
Agents and station service		7,259.12
Station supplies		292.35
Total	$	22,176.53

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	4,021.96
Legal expenses		310.45
Right of way		1,796.09
Stationery and printing		609.66
Outside agencies and advertising		115.80
Contingencies		26,109.85
Taxes in Iowa		520.34
Total	$	33,484.15

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	17,850.47
Maintenance of motive power and cars		4,066.76
Conducting transportation		22,176.53
General expenses, including taxes		33,484.15
Total operating expenses and taxes	$	77,577.91
Operating expenses and taxes per mile of road	$	1,847.00
Proportion of operating expenses and taxes for Iowa		77,577.91
Percentage of expenses to income		147

GENERAL RECAPITULATION.

Total income	$	52,708.28
Total expenses and taxes		77,577.91
Net income above expenses and taxes (deficit)		24,869.63

GENERAL BALANCE SHEET, AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Station balances	$	217.96
Sundry railroad accounts		4,423.82
Sundry individual accounts		90.55
Bank account		59,029.87
Profit and loss account		358.39
Expense accounts		43,385.42
Total	$	107,506.01

CREDIT.

Gross earnings	$	26,478.83
Drawback and overcharge account		2,255.16
Pay rolls and vouchers		43,023.48
Car service		1.80
Sundry railroad accounts		35,746.74
Total	$	107,506.01

DESCRIPTION OF ROAD.

Length of main line of road from Des Moines to Boone, miles.	42.365
Total length of road belonging to this company	42.365
Aggregate length of sidings and other tracks not above enumerated, feet	10,747
Aggregate length of track, computed as single track, exclusive of sidings	42.365
Gauge of track, feet	8
If any part of the road was first opened for operation during the past year, state the date	July 1, 1882.
Total miles of road operated by this company	42.365

STATIONS.

Number of stations on all roads owned by this company	8
Number of stations on all roads operated by this company	8
Number of telegraph offices in stations in Iowa	7

EMPLOYES.

Number of persons regularly employed on all roads operated by this company	87
Amount paid employes, including officials, on all roads operated by this company	$ 38,785.90

BRIDGES IN IOWA.

	No.	Aggregate length.
Combination bridges over 100 feet in length	16	7,022
Combination bridges under 100 feet in length	56	3,400
Wooden trestle and pile	16	7,022

BOX CULVERTS IN IOWA.

Timber	92

CATTLE-GUARDS.

Number of in Iowa	116

ROAD-BED AND TRACK.

Number of track sections in Iowa	8
Average length of sections	5½
Average number of men in each section gang	4

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?
Chicago Rock Island & Pacific Railway at Des Moines.
What railroads cross your road, either over or under, and at what locality?
Chicago, Milwaukee & St. Paul Railway at Madrid.
Chicago & Northwestern Railway at Boone.

Number of highway crossings at grade	68
Number of highway crossings under railroad	8

FENCING IN IOWA.

How many miles of fencing have you on your road	2
What is the average cost per rod	$ .80
What is the total cost of same	512.00
How many miles of new fencing have you built during the year.	None.
Give the number of miles needed on both sides of your track in each county in Iowa:	
In Polk county, miles	33
In Dallas county, miles	18
In Boone county, miles	29
Total miles	80

ROLLING STOCK.

	Owned.	Total.
Number of locomotives	3	3
Number of passenger cars	3	3
Number of baggage, mail, and express cars	1	1
Number of box freight cars	35	35
Number of platform cars	7	7
Number of coal cars	51	51
Number of other cars, excursion	8	8
Total	105	105

Maximum weight of locomotives and tenders: 18 tons.
Average weight of locomotives and tender: 17½ tons.
Number of locomotives equipped with train brake: 2.
Kind of brake: Westinghouse automatic.
Maximum weight of passenger cars: 10 tons.
Average weight of passenger cars: 8 tons.
Number of cars equipped with train brake: 10.
Kind of brake. Westinghouse.
Number of passenger cars equipped with Miller platform and buffer. 10.
The amount of tonnage that can be carried over your road exclusive of cars, by an engine of given weight. Weight of engine 18 tons: 112 tons.

MILEAGE, TRAFFIC, ETC.

TRAIN MILEAGE.

Miles run by passenger trains during the year	25,562
Miles run by freight trains during the year	25,260
Miles run by switching trains during the year	16,842
Total train mileage	67,664

CARS AND WEIGHT OF TRAINS.

Average number of cars in passenger trains	2
Average number of cars in freight trains	5

PASSENGER TRAFFIC.

Total number of passengers carried	21,257
Total passenger mileage, or passengers carried one mile	432,382
Average distance traveled by each passenger, miles	20.3
Average amount received from each passenger, cents	77
Highest rate of fare per mile for any distance, cents	4
Lowest rate of fare per mile for any distance, cents	3
Average rate of fare per mile for all passengers	3.7

FREIGHT TRAFFIC.

Total tons of freight carried	18,680
Total freight mileage or tons carried one mile	482,893
Average rate per ton per mile received for all freight, cents	6.4

CAR MILEAGE.

Number of miles run by loaded freight cars north and south	115,196
Number of miles run by empty freight cars north and south	40,535
Total freight car mileage	155,731

SPEED OF TRAINS IN IOWA.

Rate of speed of passenger trains, including stops, miles per hour	15
Rate of speed of freight trains, including stops, miles per hour	10

TONNAGE OF ARTICLES TRANSPORTED.

Total tons carried	18,680

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express company? U. S. Express Co.; first-class rate; light merchandise; at depot.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the U. S. government for the transportation of its mails, and on what terms of service? $42.75 per mile; company furnishes mail apartment in car, and delivers mails at terminal stations and where distance from depot to post-office does not exceed eighty rods.

What amount have you paid for receiving and delivering mail to and from stations on your road? Des Moines and Boone $5.00 each per month.

TELEGRAPH.

How many miles of telegraph are owned by your company? 42.365.

What other company, if any, owns a line of telegraph on your right of way, and how many miles does each own? D. M. & N. W. R'y, Des Moines to Clive, 7.18 miles.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

INJURED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY FOR ACCIDENT.
1882.			
July	Frank L. Stark, conductor..	Des Moines.....	Fell from train.

TABULAR STATEMENT OF ACCIDENTS.

CAUSES OF ACCIDENT.	INJURED.		
	Passengers.	Employes.	Others.
Falling from train	...	1	....
Total	....	1	....

SUMMARY OF ACCIDENTS FOR IOWA.

Number of persons injured during the year	1
Number of casualties purely accidental during the entire year.	1
Number resulting from lack of caution, carelessness, or misconduct	1

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—J. S. Clarkson, Des Moines, Iowa.
Vice-President—J. S. Runnells, Des Moines, Iowa.
Secretary—J. S. Polk, Des Moines, Iowa.
Treasurer—F. M. Hubbell, Des Moines, Iowa.
General Superintendent—C. F. Meek, Des Moines, Iowa.
General Passenger Agent—T. L. Jelley, Des Moines, Iowa.
General Freight Agent—T. L. Jelley, Des Moines, Iowa.
Attorneys—Parsons & Runnells, Des Moines, Iowa.

DIRECTORS, NAME AND POST-OFFICE ADDRESS.

J. S. Clarkson, Des Moines, Iowa.
J. S. Runnells, Des Moines, Iowa.
J. S. Polk, Des Moines, Iowa.
F. M. Hubbell, Des Moines, Iowa.
C. F. Meek, Des Moincs, Iowa.

Date of annual meeting of stockholders first Thursday in January.
Fiscal year of company ends December 31st.
General offices of the company are located at Des Moines.

STATE OF IOWA, }
COUNTY OF POLK. } ss.

J. S. Clarkson, President, and C. F. Meek, General Superintendent, of the St. Louis, Des Moines & Northern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having care-

fully examined the same, declare them to be a true, full, and correct statement of the condition and affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) J. S. CLARKSON.

[L. S. OF R. R.] C. F. MEEK.

Subscribed and sworn to before me, this 1st day of October, A. D. 1883.

F. H. PERRY.

[L. S.] *Notary Public.*

Received and filed in the office of the Commissioners of Railroads this 2d day of October, A. D. 1883.

E. G. MORGAN,

Secretary of Board of Railroad Commissioners.

REPORT

OF THE

CEDAR RAPIDS & MARION RAILWAY COMPANY,

FOR THE YEAR ENDING JUNE 30, 1883.

CAPITAL STOCK.

Amount authorized by articles of association	$ 60,000.00	
Amount authorized by vote of the company	60,000.00	
Amount issued, number of shares 1,200; amount paid in		$ 60,000.00
Amount of common stock issued		
Total amount paid in as per books of the company		$ 60,000.00
Amount of stock per mile of road	$ 7,500.00	
Amount of stock representing the road in Iowa	60,000.00	
Amount of stock held in Iowa	60,000.00	
Total number of stockholders	20	
Number of stockholders in Iowa	20	

COST OF ROAD AND EQUIPMENT.

Reported last year	$ 32,101.22
Construction of road and branches	19,544.66
Land, land damages and fences	3,009.56
Total expended for construction	$ 54,955.44
Average cost of construction per mile of road (8 miles)	$ 6,869.43
Proportion of cost of construction for Iowa	All.

COST OF EQUIPMENT.

Reported last year	$ 8,667.79
Motors and cars	7,290.44
Total for equipment	$ 15,958.33
Total cost of road and equipment	70,913.77
Average cost of road and equipment per mile (8 miles)	8,864.22
Average cost of road and equipment per mile in Iowa (8 miles)	8,864.22

GENERAL EXHIBIT.

Total earnings		$ 19,539.62
Total expenses, including taxes		20,601.33
Net earnings	(Deficit).	$ 1,061.71
Interest paid on floating debt		127.26
Dividends declared		
Balance for the year	(Deficit)	1,184.72
Balance at commencement of the year		1,605.88
Balance at the close of the year, June 30, 1883		421.16
Income from other sources than earnings		4.25
Total income from all sources for the year		$ 19,543.87

ANALYSIS OF EARNINGS.

Earnings, passenger:		
From all passengers		$ 19,213.18
From express and baggage		110.85
From mails		132.25
Total earnings, passenger department		$ 19,456.28
Earnings per mile of road operated (8 miles)	2.442.98	
Rents received for use of road (car panels)		50.00
Rents received for use of stations, etc		33.34
Income from all other sources		4.25
Total income from all sources		$ 19,543.87
Proportion of income for Iowa	$ 19,543.87	

EXPENSES OF OPERATING THE ROAD FOR THE YEAR.

CLASS 1—MAINTENANCE OF WAY AND BUILDINGS (CHARGED TO OPERATING EXPENSES).

Repairs of road-bed and track	$ 4,128.59
Repairs of buildings, stations and water-tanks	146.11
Total	$ 4,274.70

CLASS 2—MAINTENANCE OF MOTIVE POWER AND CARS.

Repairs, cars and motors	$ 2,819.49

CLASS 3—CONDUCTING TRANSPORTATION.

Fuel for locomotives	$ 3,312.47
Water supply	32.88
Oil and waste	451.18
Locomotive service, car and motor service	5,647.08
Old claims—accounts belonging to previous, not presented or paid until this year	609.65
Team expenses	1,379.38
	$ 11,432.64

CLASS 4—GENERAL EXPENSES.

Salaries of general officers and clerks	$	1,176.99
Extraordinary expenses (snow shoveling)		267.50
Insurance		45.00
Stationery and printing		202.86
General		159.86
Taxes in Iowa		222.29
Total	$	2,074.50

RECAPITULATION OF EXPENSES.

Maintenance of way and buildings	$	4,274.70
Maintenance of motive power and cars		2,819.49
Conducting transportation		11,432.64
General expenses, including taxes		2,074.50
Total operating expenses and taxes	$	20,601.33
Operating expenses and taxes per mile of road	$ 2,575.17	
Proportion of operating expenses and taxes for Iowa		20,601.33

GENERAL RECAPITULATION.

Total income	$	19,543.87
Total operating expenses and taxes		20,728.59
Operating expenses above income (deficit		1,184.72

GENERAL BALANCE SHEET AT THE CLOSING OF ACCOUNTS, JUNE 30, 1883.

DEBIT.

Real estate		$ 3,509.56
Iprovement and equipment		$ 16,616.14
Main line	$ 33,488.21	
Fair ground line	1,300.38	
Adams street line	5,665.20	
Commercial street line	1,620.00	
West Side line	5,589.61—	47.643.60
Horses, wagons, and harnesses	1,964.48	
West Side stables	900.53	
West Side car house	606.72—	3,471.73
Old claims	609.65	
Interest	127.26	
Extraordinary expenses	267.50	
Taxes	222 29—	1,226.70
Office furniture and fixtures	10.75	
Rubber checks (city lines)	101.50	
Car furniture	113.43	
Construction material	34.25	
Miscellaneous tools	247.85	
General supplies	169.22—	677.00
Water		32.88
Repairs of track	4,128.59	
Car and motor service	5,647.08	
Officers and agents	1.176.99	
General expenses	159.86	
Fuel	3,312.47	
Oil, waste, and tallow	451.18	
Repairs of cars and motors	2,819.49	
General repairs	146.11	
Stationery and printing	202.86	
Team expenses	1,379.38	
Insurance	45.00—	19,469.01
Post-office department		37.50
Improvements on main line		1,637.22
Total		$ 94,321.34

CREDIT.

Stock	$	60,000.00
Profit and loss		1,562.49
C. G. Greene, treasurer		2,073.24
Subscriptions		4.25
B., C. R. & N. R'y Co		351.50
Passenger earnings		19,213.18
Unpaid vouchers		1,220.84
Rents		33.34
Bills payable		8,452.00
Crane Bros. Manufacturing Co		.20
Mails		132.25
Car rents (panels in cars)		50.00
Pay-rolls (unpaid)		1,117.20
Express earnings		110.85
	$	94,321.34

DESCRIPTION OF ROAD.

Length of main line of road from Cedar Rapids to Marion, miles	5
City lines, Cedar Rapids	3
Total length of road belonging to this company, about 8 miles.	
Total length of iron rails in tracks in Iowa, exclusive of sidings, miles	8
Weights per yard, iron, 16, 22, and 35 pounds.	
Gauge of track, 4 feet, 8½ inches.	
Total miles of road operated by this company	8

STATIONS.

Number of stations on all roads owned by this company	2
Number of stations on all roads operated by this company	2

EMPLOYES.

Number of persons regularly employed on all roads operated by this company		21
Amount paid employes, including officials, on all roads operated by this company	$	13,800.00

ROAD-BED AND TRACK.

Number of track sections in Iowa	1
Average length of sections, miles	8
Average number of men in each section gang	4
Number of new ties laid in track during the year in Iowa, about	1,350

CROSSINGS IN IOWA.

What railroad crosses your road at grade, and at what locality?

Chicago, Milwaukee & St. Paul R'y, at half way between Cedar Rapids and Marion.

Burlington, Cedar Rapids & Northern R'y, at Cedar Rapids.

Chicago & Northwestern R'y, at Cedar Rapids.

ROLLING STOCK.

	Owned.	Total.
Number of locomotives (motors)	4	4
Number of passenger cars	9	9
Total	9	9
Maximum weight of locomotives and tenders, tons		6 and 8
Number of locomotives equipped with train brake		4
Kind of brake? Steam.		
Number of cars equipped with train brake		9
Kind of brake, common hand brake.		

MILEAGE TRAFFIC, ETC.

Average amount received from each passenger, cents, about	8 or 9
Highest rate of fare per mile for any distance, cents	3
Lowest rate of fare per mile for any distance, cents	1.5
Average rate of fare per mile for all passengers, cents	2

ADDITIONAL QUESTIONS.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express company? A local express company, known as the Twin City Express Company.

UNITED STATES MAIL IN IOWA.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? $150 per annum.

What amount have you paid for receiving and delivering mail to and from stations on your road? $17.75.

TELEGRAPH.

What company, if any, owns a line of telegraph on your right of way? None.

REPORT OF ACCIDENTS FOR IOWA DURING THE YEAR ENDING JUNE 30, 1883.

KILLED.

DATE.	NAME AND OCCUPATION.	PLACE.	CAUSE AND RESPONSIBILITY.
1883. June 23	Eddie Russell, sold papers	Cedar Rapids	The boy jumped on the car on First Avenue. and while in motion tried to step from passenger to express car and fell between them, and the express car passed over him. He lived half an hour. No blame is attached to the company.

OFFICERS OF THE COMPANY, WITH LOCATION OF OFFICES.

President—William Green, Cedar Rapids, Iowa.
Vice-President—O. T. Richmond, Marion, Iowa.
Secretary—N. B. Consigny, Cedar Rapids, Iowa.
Treasurer—C. G. Greene, Cedar Rapids, Iowa.
Superintendent—William Elsom, Cedar Rapids, Iowa.
Attorneys—Blake & Hormel.

DIRECTORS, NAME AND ADDRESS.

William Greene, Cedar Rapids, Iowa.
S. C. Bever, Cedar Rapids, Iowa.
N. C. Blake, Cedar Rapids, Iowa.
G. W. Bever, Cedar Rapids, Iowa.
C. G. Greene, Cedar Rapids, Iowa.
O. T. Richmond, Marion, Iowa.
R. M. Jackson, Marion, Iowa.

Date of annual meeting of stockholders, third Monday in January.
Fiscal year of company ends December 31st.
General offices of the company are located at Cedar Rapids, Iowa.

STATE OF IOWA, }
COUNTY OF LINN. } ss

William Greene, President, and William Elsom, Superintendent, of the Cedar Rapids and Marion Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and, having carefully examined the same, declare them to be a true, full, and correct statement of the affairs of said company on the thirtieth day of June, A. D. 1883, to the best of their knowledge and belief.

(Signed) WM. GREENE,
[R. R SEAL.] W. ELSOM.

Subscribed and sworn to before me, this 23d day of July, A. D. 1883.

N. B. CONSIGNY,
[SEAL.] *Notary Public in and for Linn County, Iowa.*

Received and filed in the office of the Commissioners of Railroads, this 27th day of July, A. D. 1883.

E. G. MORGAN,
Secretary of Board of Railroad Commissioners.

APPENDIX A.

ADJUSTMENT OF COMPLAINTS.

ADJUSTMENT OF COMPLAINTS.

C. M. BROWN, ANAMOSA, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*.
} *Overcharge.*

Filed December 4, 1882.

ANAMOSA, IOWA, November 20, 1882.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—On November 2, 1882, there was shipped at Iowa City, Iowa, by the Burlington, Cedar Rapids & Northern Railway, one Jersey heifer, consigned to C. M. Brown, Anamosa, Iowa. On November 3d, said heifer was delivered to consignee, at Anamosa, Iowa, by the Chicago, Milwaukee & St. Paul Railroad. The distance said animal was carried by the B., C. R. & N. Railway was about thirty-five miles, and by the C., M. & St. P. R. R. was twenty-four miles. The freight charge for such carriage, as shown by freight bill attached was:

B., C. R. & N. R'y	$ 6.30
C., M. & St. P. R'y	$ 5.60
Total	$11.90

Which charges assignee paid.

C. M. Brown, said consignee, complains of said roads that they have overcharged him for carrying said animal, and claims that said freight charges should be, or about, as follows, to-wit: Under the law of 1874, chapter 68 of the Fifteenth General Assembly, the B., C. R. & N. R'y would be entitled to charge: about thirty-two miles, first class, twenty-four cents per hundred pounds (horned animal double first class, forty-eight cents per hundred pounds).

Road class "A", 90 per cent of 48 cents	43.2
About 600 pounds, at 43 2 cents	$2.59.2
For hay, straw and care, say	1.00
	$3.59.2
Amount charged as shown by bill	6.30
	$2.70.2

The C., M. & St. P. Railway would be entitled to charge, 24 miles, first class, 21.2 cents:

Horned animal (double first class), cents	42.4
Road class "C", add 20 per cent	8.48
	50.88
About 600 pounds, at 50.88 cents per 100	$3.05.2
Charged as shown by bill	5.60
C., M. & St. P. R'y overcharge	$2.54.8
B., C. R. & N. R'y overcharge	2.70.8
Total overcharge	$5.25.6

The above facts are respectfully submitted, and complainant asks said Board if in their judgment complainant is entitled to any rebate on said freight, that the Board take such steps to have the same refunded as may be proper and right.

Respectfully,

C. M. BROWN.

I have examined the foregoing statement of C. M. Brown, and believe it to be correct, except in this: I think he has overstated the distance from here to Cedar Rapids, it being but 32 miles; and the heifer was shipped by me to him November 2, 1882, and would weigh less than 600 pounds, in my judgment. The agent here estimated her at 500 pounds, and from rates paid by me on similar cattle on the Chicago, Rock Island & Pacific Railway, from Davenport, on several occasions, I think the rates charged by these roads against Mr. Brown is very excessive, being nearly three times that charged me by the C., R. I. & P. R'y Co., from Davenport—50 miles. The $1.00 allowed in Mr. B.'s statement for hay and straw is unnecessary, as I furnished that myself.

L. ROBINSON.

Iowa City, November 21, 1882.

ANAMOSA, IOWA, November 30, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I inclose a statement of facts in reference to excessive charges on one animal by the Chicago, Milwaukee & St. Paul Railway and Burlington, Cedar Rapids & Northern Railway, from Iowa City to this point. My case has been submitted to the general freight agents of both these roads, and they refuse to do anything. It will be seen by the inclosed bill that the companies put on a fictitious weight, and make that a basis for first class rates; the fictitious weight being four times the actual weight as estimated by the agent at Iowa City of the B., C. R. & N. R'y. In the statement presented the Granger law of 1874 is used, to get at what that legislature thought would be a fair rate for such service. I respectfully call your attention to the statement of Hon. Levi Robinson, of Iowa City, from which you will see that I have been liberal in the weight and distance, and in the item of feed used in the statement made. If either of these roads desired a piece of my land, for which they thought I asked too much, it would have the right to ask a jury to assess a value. These roads have asked me an excessive price for carriage (Mr. Robinson says *very excessive*): have I not some rights before a jury, *i. e.*, the Board of Railroad Commissioners, and has not this jury the power to fix a rate in this case that will be right and just? Whether this comes before you in a proper manner or not, I know not, but will probably find out by trying.

Yours respectfully,

C. M. BROWN.

A copy of this complaint was sent to the General Manager of the Chicago, Milwaukee & St. Paul Railway, and the General Superintendent of the Burlington, Cedar Rapids & Northern Railway, and they replied as follows:

MILWAUKEE, December 7, 1882.

E. G. MORGAN, ESQ., *Secretary of Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of 5th inst. is at hand, inclosing copy of complaint made by C. M. Brown, of Anamosa. I cannot find that Mr. Brown has ever made any claim upon the freight department of this road for the correction of what he considers an erroneous charge in this matter, and suggest that he should take that course and present his case to our agent at Anamosa, who will forward it for investigation. I beg to assure you that we are always ready to correct any mistakes that may have been made in weights or rates.

Yours truly,

P. M. MYERS,
Assistant to the General Manager.

CEDAR RAPIDS, IOWA, December 11, 1882.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of December 4th, in regard to complaint of C. M. Brown, of overcharges on shipment of one cow, from Iowa City to Anamosa, would say, that this animal was taken from Iowa City to Cedar Rapids at our regular rate, on an estimated weight of two thousand pounds, at twenty-nine cents per hundred, making $5.80. This cow occupied an entire car and it certainly seems to me that this small sum for a haul of thirty-two miles is not unreasonable, and for the very reason that stock of this kind especially, is generally offered in small quantities (often a single animal), and of course must not be delayed until such time as it can be shipped with other freight; hence an estimated weight is necessary in excess of the actual weight in order to compensate in some measure for such an extraordinary expense. This car or some other in the place of it (in the course of business empty cars being needed at the coal mines on the Iowa City Division), must be returned from Cedar Rapids to Iowa City empty, thus in fact doubling the haul of this car, for which the charges on this animal were the only remuneration. I trust that this explanation will be sufficient to satisfy not only the Honorable Commissioners, but Mr. Brown, that no injustice was done him in this matter.

Yours truly,

C. J. IVES,
General Superintendent.

A copy of each of the above letters was sent to Mr. Brown, and he was asked by the Board whether he had any understanding with either of the railway companies as to weight or rate, and if it was not the universal custom of all railway companies, when shipping a single horned animal, either large or small, to estimate the weight at two thousand pounds. Mr. Brown replied that he did not know what the custom was.

ANAMOSA, December 16, 1882.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In reply to yours of 13th inst., would say, that before shipping the animal in question, I got rates from our express agent from Iowa City to this point, which were $1.50 per hundred or $7.50 for the shipment. My correspondence with Mr. Robinson will show that I stated this fact to him, since I was aware that he had been shipping more or less for some time, and asked his advice as to method of shipment; his reply was that he had always shipped by freight, and had found that method satisfactory. I thereupon wrote him to ship by freight, which he did, writing me that the agent at Iowa City could not give rates from that point to Cedar Rapids on a single animal, but could only tell him what rates were on car load lots. Mr. Robinson was as much astonished at the charge as myself, and wrote Mr. Ives of the B., C. R. & N. R'y concerning it. I submitted the statement made up to Mr. Robinson for any suggestions or endorsement he might see fit to make; his endorsement is before you. His suggestion was that I correspond with the General Freight Agents of the two roads, which I did, and have their replies, Mr. Merrill to the contrary notwithstanding. I do not know what the universal custom of railroads is, as to estimating a weight of two thousand pounds for horned animals. I only know what these two roads did in this case. I suppose conceding that the rate charged was the usual first class rate, the only question is, what should I pay for, at the proper rate—five hundred pounds, one thousand pounds, two thousand pounds, or ten thousands pounds? Can a railroad company place any fictitious weight on any article, and collect therefor? And if there is a reasonable line, where shall that line be drawn and by whom?

Yours very truly,

C. M. BROWN.

DECISION OF THE COMMISSIONERS.

This is a case wherein C. M. Brown, of Anamosa, Jones county, Iowa, complains that he is charged too much for transportation of an animal from Iowa City, in Johnson county, to Anamosa, in Jones county.

On November 2, 1882, a Jersey heifer was shipped from Iowa City by Levi Robinson, consigned to C. M. Brown, at Anamosa, by the Burlington, Cedar Rapids & Northern and the Chicago, Milwaukee & St. Paul Railways.

The distance from Iowa City to Cedar Rapids is thirty-two miles, and the charge $6.30. The distance from Cedar Rapids to Anamosa *via* the C., M. & St. P. R'y is twenty-four miles, and the charge $5.60. The total distance is fifty-six miles, and the total charge $11.90.

Mr. Brown cites the law of 1874 as limiting the charges on horned animals to double first class. On Class A roads it would be, he states, for thirty-two miles, on an estimated weight of six hundred pounds, $2.592, and for thirty-four miles, Class C, $3.052; total, $5.644, or $2.59 on the B., C. R. & N. R'y and $3.05 on the C., M. & St. P. R'y.

The B., C. R. & N. Railway Company say that they estimate single animals at two thousand pounds, and charge twenty-nine cents per hundred; that the heifer occupied a whole car; that stock of this kind is offered in small quantities—often a single animal—and cannot be delayed until such time as it can be shipped with other freight; that an estimated weight is necessary to compensate for the extraordinary expense; that cars go to Iowa City to bring back coal; that this animal took the place of a car load of coal in this instance. The question in this case is whether under the circumstances the charges were excessive. The amounts allowed by the law of 1874, referred to by complainant, are evidently too little for the use of a car for the distance and time. A decision of the Iowa Supreme Court (*McCune v. B., C. R. & N. R'y Co.*, 52 Iowa, p. 600), holds carriers liable for greater damages in the moving of thoroughbred animals than common stock, which would justify carriers in making heavier charges as insurance not contemplated by the law of 1874, providing for the transportation of horned animals. The space occupied by a single animal justifies an estimated weight—or pay for car space. The rate is greater, being for short hauls over two roads, justified in consequence of the greater time occupied of the car in each case. One car running fifty-six miles over one road takes less time than two cars making the same distance over two roads, owing to time of unloading, transferring and reloading, switching and billing.

The Board is not of the opinion that the charge in either case was more than reasonable compensation for the service. It would not be reasonable to require a class "A" railroad company to haul a single animal thirty-two miles for $2.59, nor to require a class "C" road to haul a single animal twenty-four miles for $3.05, when dispatch requires the assignment of a whole car.

Des Moines, Iowa, February 27, 1883.

C. E. CURL, BLOOMFIELD, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.

For failure to comply with advertised excursion rates.

Filed December 6, 1882.

BLOOMFIELD, IOWA, December 3, 1882.

GENTLEMEN—I have a little matter of interest to myself, and perhaps to you, to bring before you, in reference to an excursion over the Chicago, Burlington & Quincy Railroad. On the fifteenth of November I saw a poster, or handbill of an excursion over the above named road to Nebraska. It said nothing about the rates, but said at the bottom of the bill, "For further information, address E. S. Van Noorden, General Agent, Ottumwa." I wrote to him for rates to Omaha and Wahoo, Nebraska. I will enclose his letter and you can see what he wrote me concerning the expense. On Wednesday, November 15th, I started with my family to go on the trip. When we got to Ottumwa I went to the C. B. & Q. ticket agent to get my tickets, and he said they did not sell tickets until 9 P. M. I asked him what the fare would be to Wahoo, and he said $9.20. Then I went back to the hotel where I had left my wife and child, and stayed until 9 P. M., when we went to the depot to get our tickets and have our baggage checked. I went to the ticket office and called for two tickets for Wahoo and he said $28.80. "I guess you are mistaken, sir." He said "I am not," and said he would explain to me. I showed him the letter I had received from him, and he then said that the reason it was $10.40 more on two tickets was that not as many came as was expected would be there. I told him he did not state anything of the kind in his letter to me or I should not have come. See if you can find anything like that in his letter to me. Have they any right to defraud a man that way? It was a damage to me that I could not go, as I am a poor man and had business out there to transact, and I thought I would go on that trip as it would only cost me about half fare, but when they raised the fare I could not go. I think I ought to have damages for it. Please look into the matter and let me know if there is anything due me. I was instructed by some business men here to lay the case before you for investigation.

Very truly yours,
CHAS. E. CURL.

OTTUMWA, IOWA, Nov. 11, 1882.

C. E. CURL, *Esq., Bloomfield, Iowa:*

DEAR SIR—Your favor of 10th instant at hand. Rates on excursion tickets are, from Ottumwa to Omaha, round trip, $6.50; from Ottumwa to Wahoo, $9.20. Tickets good for thirty days. Stopovers are allowed to passengers. Train leaves here at 9:30 P. M. Come and join us and have a good time.

Yours very truly,
S. E. VAN NOORDEN.

A copy of Mr. Curl's complaint was sent to Thomas J. Potter, General Manager Chicago, Burlington & Quincy Railroad, asking him as to the facts in the case, and if the railroad company did advertise to run an excursion train to Nebraska, why said train was abandoned. Mr. Potter's reply was as follows:

CHICAGO, December 27, 1882.

E. G. MORGAN, ESQ., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the twenty-first in regard to complaint of C. E. Curl, Bloomfield, Iowa, which you communicated to me December 7th, is received. Delay in replying to your former letter has been owing to investigations, which I immediately instituted on receipt

thereof, but which have just been completed. The excursion in question was got up by S. E. Van Noorden, who is an excursion agent for the Union Pacific Railway, in the land department, and in no way connected with this company. Our passenger department named a one-fare rate from Ottumwa to Council Bluffs and return, on the express condition that there should be fifty people in the party, but at the time the excursion was to leave only about a dozen persons made their appearance, and accordingly the agreement for reduced rates of fare became void. We had nothing to do with these rates beyond Council Bluffs, but in order to make the disappointment of those who desired to make a trip to Nebraska as light as possible, our passenger department sold them land explorer's tickets to Columbus, Nebraska, which are considerably lower than regular tickets. As we did not get up the excursion or advertise it or were in any way interested in it except to the extent of naming reduced rates of fare on certain conditions, I fail to see wherein this company is to blame for the failure of the excursion to take place. Mr. Curl's letter and correspondence attached returned herewith.

Yours truly,

T. J. POTTER.

On January 1, 1883, Mr. Curl wrote the Board of Commissioners enquiring as to the status of his case, and urging them to terminate it as speedily as as possible. This was answered on January 20th, as follows:

DES MOINES, IOWA, January 20, 1883.

CHAS. E. CURL, *Bloomfield, Iowa:*

DEAR SIR—The Board of Railroad Commissioners have investigated your complaint against the Chicago, Burlington & Quincy Railroad Company, and find the facts to be that the company had agreed with one S. E. Van Noorden to sell him, for an excursion, fifty tickets from Ottumwa to Council Bluffs and return, the excursionists to leave Ottumwa on a certain train agreed upon, and that Mr. Van Noorden had a similar arrangement with the Union Pacific Railway Company. The conditions were expressly stated that there should be fifty people in the party and the company provided to carry that many extra on that train. At the time Mr. Van Noorden's fifty persons were to leave only about a dozen made their appearance. The company said that having failed to perform his contract, there is properly no claim upon them; this is technically true, and legally you have no remedy. The Board are of the opinion, however, that the railroad company should not deal with irresponsible parties, whereby the public suffer loss and inconvenience, and suggested to the general manager that your case, under the circumstances, deserved consideration. The Board have sent the papers to him with their views, and think you will receive some communication that will be satisfactory, in a few days.

Respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, January 20, 1883.

T. J. POTTER, *General Manager Chicago, Burlington & Quincy Railroad, Chicago, Ill.:*

DEAR SIR—In the matter of Chas. E. Curl, Bloomfield, Iowa, versus your company, the Board have sent complainant a letter of which a copy is enclosed, and have dismissed the case. Mr. Curl, you will remember, desired to go from Ottumwa to Wahoo, Nebraska, and was disappointed.

By order of the Board,

E. G. MORGAN,
Secretary.

BLOOMFIELD, IOWA, February 3, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—It is with pleasure I return thanks to you for services rendered in securing me a pass over the Chicago, Burlington & Quincy Railroad. I received a letter from T. J. Potter January 26th, as above stated, with pass enclosed, for which I give you credit.

Yours truly,

CHAS. E. CURL.

SWEZEY & BORMAN, NEWELL, IOWA, *Complainants,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Overcharge for switching.*

Filed December 20, 1882.

NEWELL, IOWA, December 15, 1882.

M. C. WOODRUFF, ESQ.

DEAR SIR—We learn that you are one of the Railroad Commissioners for the State, and if so, we desire to present a little matter for your consideration, viz.: On October 3d we bought a car of lumber in Minneapolis, and had it shipped to Fort Dodge *via* the Minneapolis & St. Louis Railway, who placed it on our transfer track at that place, and charged us their regular tariff, ten cents per hundred pounds. The Illinois Central take the car from the transfer and charge $5.10 for doing so; add the same in freight bill as advanced charges, and then charge us their regular freight tariff in addition, from Fort Dodge to this place. If they have the legal right to make the charges, as above shown, we have nothing more to say, but if not, we want the amount refunded. We have received many cars from other railroads connecting with this line, but have not been obliged to pay switching. An early reply will oblige

Yours respectfully.

SWEZEY & BORMAN.

P. S. We have made a claim to the railroad company for the amount named, and they refuse the claim. S. & B.

Receipt of the above complaint was acknowledged by the Board and a copy forwarded to W. K. Ackerman, President Illinois Central Railroad, with a request for his answer to the allegations of Messrs. Swezey & Borman. Reply was received from J. F. Tucker, Traffic Manager Illinois Central Railroad, as follows:

CHICAGO, January 2, 1883.

E. G. MORGAN, ESQ.

MY DEAR SIR—Absence, and a wish to look fully into the matter, has delayed an answer to your esteemed favor to our President. The case of Swezey & Borman is analogous to the one of Malden. The switching charge that in the latter the Commissioners decided was reasonable, was one and one half cents per hundred pounds. Please notice that this car's contents weighed thirty-four thousand seven hundred pounds, which, at one and one half cents per hundred makes the $5.10. Trusting this explanation is satisfactory, I remain

Your obedient servant,

J. F. TUCKER, T. M.

DECISION OF THE COMMISSIONERS.

On December 15, 1882, Messrs. Swezey & Borman, dealers in lumber at Newell, Iowa, wrote the Board that on the 6th of October they received a car of lumber from Minneapolis, that was hauled to Fort Dodge over the Minneapolis & St. Louis Railway and delivered at the transfer to the Illinois Central Railroad.

The charge for freight from Minneapolis to Ft. Dodge was	$36.70
Switching charge at Ft. Dodge	5.10
Freight from Ft. Dodge to Newell	24.20
Total	$66.00

They say that the Illinois Central road takes the car at the transfer and for switching it into their trains charges $5.10 in addition to the regular rates from Fort Dodge to Newell, and they ask if the company has the legal right to make this charge. Mr. J. F. Tucker, General Traffic Manager, replies that the case is analogous to the Malden case decided by the Commissioners, in which they allowed charges for switching at one and one half cents per hundred pounds. The transfer track on which this car was left by the M. & St. L. Company was three-fourths of a mile west of the Fort Dodge station, and it was switched from there to the yard at the station and put into the train. The Board held in the Malden case that the company was entitled to compensation for switching from the transfer, and from the evidence before them, concluded that three dollars per car was a reasonable charge for the service. On the second day of May, 1881, in deciding the Malden case, the following language is used: "The Commissioners deem it proper to submit the above evidence for examination, and any reply you may think fit to make. As at present advised the Commissioners regard the transfer charge of five dollars per car exorbitant, and they are strengthened in this opinion by the fact that only three dollars per car is charged for the delivery of goods at the same transfer from the gypsum mill, more than three times as far."

The Commissioners are of the opinion that three dollars per car for switch-

ing these cars, even if the load weighs thirty-four thousand seven hundred pounds, is a liberal compensation for the service, notwithstanding the fact that the company gets on this lumber only the short haul, or $24.20 per load from Fort Dodge to Newell, forty-three miles.

The cost of switching a car loaded with thirty-four thousand seven hundred pounds is not materially greater than for one loaded with twenty thousond pounds, and three dollars is a liberal price for the service. They are, therefore, of the opinion that $2.10 should be refunded to Messrs. Swezey & Borman.

Des Moines, Iowa, March 2, 1883.

A. N. HASKINS, ESTHERVILLE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Damage by fire from a locomotive.*

Filed January 2, 1882.

ESTHERVILLE, IOWA, December 28, 1882.

To the Board of Railroad Commissioners of the State of Iowa, Des Moines, Iowa:

GENTLEMEN—On or about the twenty-first day of October, 1882, an engine, controlled and operated by the Burlington, Cedar Rapids & Northern Railway Company, set out a fire which destroyed a large amount of property owned by Mr. A. N. Haskins, a farmer residing in Estherville township, Emmet county, Iowa, near the line of said railway. The property so destroyed consisted of hay, stock, farm implements, stables, etc., and was of the cash value of two hundred and ten dollars. This damage was caused by no fault or negligence of your petitioner, but the same was caused by the neglect of said railway company in furnishing and using defective machinery whereby fire was allowed to escape and permitting combustible material to accumulate on the right of way of said railroad. The company have neglected to adjust and pay this claim; therefore I ask that your honorable board take such action in the premises as you deem best. Any further statement, affidavits or whatever is necessary to assist you in the correct determination of this matter, I will, if in my power, gladly furnish.

Respectfully,

E. D. MCNEILAN,
Attorney for Petitioner,
A. N. HASKINS.

A copy of the above complaint was forwarded to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway Company, to which the following reply was received:

CEDAR RAPIDS, IOWA, January 23, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—An apology is due for delaying the reply to claim of A. N. Haskins, Estherville, Iowa, but papers were mislaid and in press of other business, forgotten. I enclose statement of Mr. Brady, general agent, and also of Mr. C. S. Bennett, who personally investigated the case. From these we decided that the claim was not substantiated. First, the evidence shows the engine to have been in good order. Second, the fire from an engine was too remote to make the railway company liable. Third, doubtful if fire which burned property

originated from engine. I also enclose original affidavit of Mr. Haskins. We feel very confident that the honorable commissioners, on investigation will, from the facts shown, decide that the railway company is not liable for this damage.

Yours truly,

C. J. IVES,
General Superintendent.

CEDAR RAPIDS, IOWA, January 23, 1883.

C. J. IVES, *General Superintendent:*

DEAR SIR—In reply to your verbal instructions of a recent date, I herewith submit for your consideration all papers in claim of A. N. Haskins against this company for damages sustained by him by a fire which he claims to have originated on our line Friday, October 20th, but which did not reach his place until Saturday evening, October 21, 1882. Please note complete statement, dated Estherville, November 30, 1882, which was made by C. S. Bennett, one of our special adjusters who was sent out on certain portions of our Pacific Division to investigate the origin, causes, and extent of many prairie fires which prevailed during the month of October, 1882, on this section of our line, especially north of Iowa Falls, all of which were attributed to our engines by the inhabitants of that vicinity. From facts reported to me by Mr. Bennett in this particular case, I do not see that the company's liability is established in any respect, and I therefore instructed him not to entertain the claim. In this connection please note that the engine which is reported to have set the fire is reported to have been in good condition by both engineer and fireman, who examined the stack next day after the fire occured, and also by the foreman of our round house in this city, who keeps a record of the condition of all the engines on our line. I understand the law to be that if we can prove our engines to be in good condition, it is a complete defense against our liability for fires. Considering this fact in connection with the others enumerated before, I cannot see the justice of Mr. Haskins' claim.

Yours truly,

W. P. BRADY.

ESTHERVILLE, IOWA, Nov. 30, 1882.

W. P. BRADY, *General Agent:*

DEAR SIR—In case of A. N. Haskins, living west of Estherville who claims to have had his hay, stabling, etc., burned October 21st, caused by sparks from an engine run on the Burlington, Cedar Rapids & Northern Railway. I have examined into it thoroughly, and it is very questionable in my mind whether it was caused by the company's engine or not. The facts are simply these: Engine No. 5, pulling train sixty-seven, set a fire near mile-post 215 about three P. M., October 20th. The wind was blowing from the south and the fire is said to have burned up to near Jackson, Minnesota, some fifteen miles distant. Some time in the night, or morning following, the wind changed to the northwest (as Haskins claims and has sworn to), and about three P. M. of the twenty-first, twenty-four hours after the fire was set, a fire came from the northwest and burned out Haskins, living about two miles southeast of where the fire originated. There is no proof that it was caused by the fire set by an engine on the road, but mere supposition. You will see that the fire would have run fifteen miles north and seventeen miles southeast before reaching Haskins. This being the case, I could not in justice to the company, pay the claim.

Truly,

C. S. BENNETT.

Engineer W. B. Carle and Fireman W. F. Lefronick both say: "Engine five's netting was all right. Looked at it the next day after the fire."

DES MOINES, IOWA, January 27, 1883.

C. J. IVES, ESQ., *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—In the matter of the complaint of A. N. Haskins for damages for property destroyed by fire charged to have been set by your employes while using defective machinery: In your answer Mr. W. P. Brady says: "I understand the law to be that if we can prove our engines to be in good condition, it is a complete defense against our liability for fires." Will you have the kindness to cite the Board to the statute or decision upon which the above statement is based.

Very respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, January 27th, 1883.

E. D. MCNEILAN, *Attorney for A. N. Haskins, Estherville, Iowa:*

DEAR SIR—In the matter of the complaint of *A. N. Haskins vs. Burlington, Cedar Rapids & Northern Railway Company*, for damages caused by fire to his property, filed in this office January 2d, the company deny that their machinery was defective, or that the fire which destroyed complainant's property originated from their locomotives, or was set by their employes. The Commissioners therefore ask you to furnish them such proofs as you may be able to obtain to substantiate the facts as set forth in the petition of complaint.

Very respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, January 31st, 1883.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Reply to yours of 27th, asking for the authorities in regard to liability of railways for damages from fire. The decisions referred to are *Slosson vs. B., C. R. & N. R'y*, 51 Iowa, 294; *Small vs. C., R. I. & P. R'y*, 50 Iowa, 338.

Yours truly,

C. J. IVES,
General Superintendent.

ESTHERVILLE, IOWA, February 6th, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa:*

DEAR SIR—In *Haskins vs. Burlington, Cedar Rapids & Northern Railway Company*, if not contrary to your practice, will you please send me copies of answer, etc., of railway company, and much oblige.

Respectfully,

E. D. MCNEILAN.

OSKALOOSA, IOWA, April 13th, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Herewith find affidavits of complainant A. N. Haskins and Mr. W. J. McCulla, a farmer residing in the immediate vicinity of the fire. These statements show, 1st, that the fire was set out by engine "5" of the *Burlington, Cedar Rapids & Northern Railway Com-*

pany. This is also stated as a fact in letter of Mr. C. S. Bennett. 2d. That said fire destroyed the property of complainant. 3d. That said engine was defective and frequently set out fires. 4th. That dead grass and weeds were allowed to remain and cover the right of way at the point where said fire originated or was set out. Section 1289, Code, provides, "That any corporation operating a railway shall be liable for all damages by fire that is set out or caused by operating of any such railway," thus creating an absolute liability when the fact of setting out the fire is shown. By a judicial annex of a divided court this section has, in the case of *Small vs. C., R. I. & P. R'y Co.*, 50 Iowa, 338, been construed as making the fact of an injury so occurring *prima facie* evidence of negligence. Also, *Small vs. C., R. I. & P. R'y*, 55 Iowa, 582. Mr. Brady's statement is not upheld by authorities he cites, as in *Small vs. C., R. I. & P. R'y*, 50 Iowa, 343, the court especially excepts cases where fire originates on right of way. The two elements making absolute liability, 1st, setting out fire, 2d, negligence, are in this case so clearly shown that we believe the Honorable Board will, from the facts shown, justly award us an order for payment.

Respectfully,

E. D. McNEILAN.

STATE OF IOWA, } ss.
EMMET COUNTY. }

I, A. N. Haskins, on oath do say that I am complainant in cause *Haskins vs. Burlington, Cedar Rapids & Northern Railway Company*, and am a resident farmer of Emmet county, Iowa. That on the 21st day of October, A. D. 1882, there was destroyed by fire property owned by me in kind and of value as follows, to-wit:

Five stacks of hay, measuring about one hundred and forty-six feet long (total), nine feet wide, and nine feet high, in all 11,826 feet. Said hay was upland prairie hay, and seven feet square is the customary amount called a ton; making thirty-four and one half tons, of the actual cash value of $2.50 per ton	$ 86.25
One single harness	4.00
Lumber, 800 feet	14.00
Lumber, joists, rafters, and studding	10.00
"Iowa" stable	5.00
Farm implements	5.00
Chickens	3.00
Wagon box	12.00
Twelve fence posts	1.50
Wheel of corn plow and beam of breaking plow	4.00
Total value	$ 144.75

That above described property, of the actual cash value of $144.75, was totally destroyed by fire as aforesaid, and as I verily believe said fire was set out by an engine operated on the Burlington, Cedar Rapids & Northern Railway; that on several different occasions I have seen engine No. 5 set out fires in my neighborhood, and further saith not.

Dated at Estherville, Iowa, this 15th day of February, A. D. 1883.

A. N. HASKINS.

Sworn to before me and subscribed in my presence by A. N. Haskins, this 15th day of February, A. D. 1883.

E. D. McNEILAN,

[L. S.] *Notary Public in and for Emmet county, Iowa.*

STATE OF IOWA, } ss.
EMMET COUNTY. }

I, W. J. McCulla, on oath do say that I am a resident farmer of Dickinson county, Iowa. That on or about five o'clock, P. M., October 20th, 1882, I saw engine No. 5 set out a fire near mile post 216 on the Burlington, Cedar Rapids & Northern Railway; that said fire was set out in the dead grass and weeds that had been allowed to accumulate and remain on the right of

way of said B., C. R. & N. R'y; that at the time said engine of said railway set out the fire they were going up the heavy grade and, as I thought, with a very heavy train. At the time the fire was set out the wind was in the south and the fire soon communicated to the prairie north of the railway company's right of way. The wind continued in the south until the next day about 1 o'clock, P. M. That the fire, from the time it started, continued to spread side-ways, and at the time the wind changed, October 21st, it was still burning on the east line, and directly east of the starting point. At said time the wind changed and blew from the northwest, spreading the fire along its entire length to the east, and burning the property of Mr. A. N. Haskins. I know it to be the same fire that started from said engine No. 5, operated by the B., C. R. & N. R'y Co., that communicated with and burned the property of Mr. Haskins. That on several different times I have seen said engine set out fires in the same vicinity while going up grades, and have seen chunks of burning coals of considerable size thrown from the stack of same, all during the fall of 1882. That before said fire the company neglected to clear their right of way of combustible matter at said starting place of fire and along said railway, but allowed the same to accumulate.

Signed at Estherville, Iowa, this 15th day of February, A. D., 1883. I have heard read the oregoing statements and the same are true as I verily believe.

W. J. McCULLA.

Sworn to before me and subscribed in my presence by W. J. McCulla, this 15th day of February, A. D. 1883.

E. D. McNEILAN,

[L. S.] *Notary Public in and for Emmet county, Iowa.*

DES MOINES, IOWA, April 14, 1883.

C. J. IVES, *General Superintendent B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—With this I hand you the original affidavits in the matter of the complaint of A. N. Haskins against your company, just received. Please give the matter your attention and return with the papers your answer to the new testimony, if you desire to file one.

By order of the Board.

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, April 16, 1883.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 14th instant, in relation to the above claim, has been duly received. The fire that is complained of, in the opinion of the solicitor of this company, which caused the damage, is too remote to be charged to any alleged negligence of this company. The damages that resulted occurred some ten or twelve miles, as we are informed, from the railway track, and under such circumstances as that we think your honorable body will agree with us as to the law that the damages in question are too remote in law to locate the liability. Moreover this company can show conclusively that the engine complained of was supplied with the latest and best known appliances for the prevention of the escape of fire and sparks, and was operated by the most skillful and careful employes. Under the decision of the Supreme Court, case of *Small vs. C., R. I. & P. R. R.*, 55 Iowa, 582, if the company can show the facts it is a complete defense of the action, whether the right of way was free from combustible material or not. Under these facts, we respectfully submit that your honorable body should not hold the company liable for this alleged damage. If, after the plaintiff has made his showing, you desire affidavits on the part of this company as to the truthfulness of the above allegations, we stand ready to furnish them. We would further suggest that the fire complained of occurred on the 20th of October, 1882, and the damages

for which this plaintiff asks relief did not happen until the 21st; further it is very improbable that there could be proof sufficiently certain to fix it, as the damages occurring from the fire of the 20th.

Very respectfully submitted.

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, April 24, 1883.

C. J. IVES, *General Superintendent, Cedar Rapids, Iowa:*

DEAR SIR—In your letter of April 16th to this Board you say that the damage to the property of Mr. Haskins is too remote to be charged to the negligence of your company; that it was ten or twelve miles from the railway track; that the engine was supplied with the best known appliances for the prevention of the escape of fire (we infer from the context that it was in good order). The Board would be pleased to have you furnish evidence to contradict Mr. McCulla's affidavit "that the same fire, started by engine No. 5, on the 20th of October, continued to spread sideways, and at the time the wind changed on the 21st was still burning on the east line and directly east of the starting point; the wind blew from the northwest, spreading the fire along its entire length to the east, and burned the property of Mr. Haskins. I know it to be the same fire."

You further state that your engine being supplied with the best known appliances for arresting sparks, you are not liable even if the right of way was not free from combustible material. The Board does not find anything in the case of *Small vs C., R. I. & P. R. R.* that combustible material left on the right of way is compatible with the exercise of due diligence on the part of the company. Mr. Bennett, in his letter to General Agent Brady, says fire was set out near mile post 215, by engine No. 5, on October 20th, and at 3 P. M., on October 21st, a fire came from the northwest and burned out Haskins, about two miles southeast of where the fire originated, not ten or twelve miles, as in your letter. If you will carefully compare Mr. Bennett's letter and Mr. McCulla's affidavit, you will see that there is nothing in the two that necessarily contradict each other.

The Board would be pleased to get any further testimony that you can furnish.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, May 19, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In relation to claim of Mr. Haskins, asking this company to produce evidence to contradict the evidence of claimant, given as follows:

"That the same fire, started by engine No. 5, on the 20th day of October, continued to spread sideways, and at the time the wind changed, on the 21st, was still burning on the east line and directly east of the starting point. The wind blew from the northwest, spreading

the fire along its entire length to the east, and burned the property of Mr. Haskins. I know it to be the same fire."

I would respectfully state that testimony contradictory of the above cannot now be obtained.

Very truly yours,

S. K. TRACY,
General Solicitor.

DECISION OF COMMISSIONERS.

The complaint of A. N. Haskins, of Emmet county, is, that about 5 o'clock P. M., on the 20th day of October, 1882, engine No. 5, operated by the Burlington, Cedar Rapids & Northern Railway Company, set out a fire near mile post 216, in the dead grass and weeds that had been allowed to accumulate and remain on the right of way, in Emmet county, about four miles west of Estherville; that this fire spread and ran north, the wind being from the south, until about 1 P. M., of the 21st, when the wind changed, the fire still burning on the east line and directly east of the starting point, and blew from the northwest, carrying the fire in a southeasterly direction, and destroying the property of Mr. Haskins about 3 o'clock P. M., of the 21st, it being situated about three miles southeast of where the fire originated.

Mr. Haskins makes an affidavit of the value of the property destroyed as follows: Thirty-four and a half tons of hay, value $2.50 per ton, $86.25; one single harness, $4; eight hundred feet of lumber, $14; lumber, joists, rafters and sheeting, $10; stable, $5; farm implements, $5; chickens, $3; wagon-box, $12; twelve fence posts, $1.50; wheel corn plow and beam of breaking plow, $4; total, $144.75.

Mr. Haskins asserts that the engine (No. 5) was defective, and on several occasions before had set out fires in the vicinity, and under the provisions of section 1289 of the Code of Iowa asks payment for his losses occasioned by the fire, and claims that the two elements making absolute liability are (1) setting out the fire and (2) negligence.

The railway company answer (1st) that the distance was too remote from the starting point to connect the fire that destroyed Mr. Haskins' property on the 21st with the one set out by their engine on the 20th; (2d) that the engine was supplied with the latest and best known appliances for the prevention of the escape of fire and sparks and operated by the most skillful employes, and that under the decisions of the Supreme Court of Iowa (*Small vs C., R. I. & P. R. R.*, 55 Iowa, page 582,) these facts form a perfect defense, even if the right of way was not free from combustible material.

The railway company, among the papers, submitted a letter from C. S. Bennett, special adjuster, who investigated this complaint. He says that "engine No. 5, pulling train No. 67, set a fire near mile post 215, about 3 P. M., October 20th. The wind was blowing from the south, and the fire is said to have burned up to near Jackson, Minnesota, some fifteen miles distant. Some time in the night or morning following the wind changed, as Haskins claims and has sworn, and about 3 P. M. of the 21st (twenty-four hours after the fire was set) burned out Haskins, living about two miles southeast of

whese the fire originated." Engineer W. B. Carie and fireman W. F. Lefronick both say "engine five's netting was all right; looked at it the next day after the fire."

The foreman of the round house at Cedar Rapids, who keeps a record of all engines on the line, also reports the netting in good condition.

In this case there seems to be very little conflict either in the statement of the case or the main facts. Mr. Haskins claims, and the company admit, that engine No. 5, drawing a train, about 5 o'clock P. M., started a fire in the dead grass and other combustible material along the right of way, which fire burned northward into Minnesota. Mr. Haskins claims, and proves by the positive affidavit of Mr. W. J. McCulla, "that about 5 o'clock P. M., of October 20, 1882, that he saw engine No. 5 set out a fire near mile post 216, on the B., C. R. & N. R. R., and that said fire was set out in the dead grass and weeds that had been allowed to accumulate and remain on the right of way. * * * That at the time the fire was set out the wind was in the south, and the fire soon communicated to the prairie north of the railway company's right of way. The wind continued in the south until the next day about 1 o'clock P. M.; that the fire, from the time it started, continued to spread sideways, and at the time the wind changed, October 21st, was still burning on the east line and directly east of the starting point. * * * At this time the wind changed and blew from the northwest, spreading over the prairie along its entire length to the east, and burning the property of Mr. Haskins. He knew it to be the same fire that started from said engine No. 5, operated by the B., C. R. & N. R'y Co. that communicated with and burned the property of Mr. Haskins."

The Commissioners called the attention of the company to this affidavit of Mr. McCulla, but they were unable to furnish any evidence to contradict him. It is therefore safe to conclude that the fire that was set out by engine No. 5 on the 20th of October burned Mr. Haskins' property on the 21st. The clause in section 1289 of the Code, "That any corporation operating a railway shall be liable for all damages by fire that is set out or caused by operating of any such railway" * * * would, construed literally, entitle Mr. Haskins to payment for his loss. The effect of the statute may have been modified by the decision of the Supreme Court. This court, in the case of *Small vs. C., R. I. & P. R. R. Co.*, had presented to it the question whether the railroad company was absolutely liable, without regard to negligence, if the fire was set out by sparks escaping from one of its engines. It held that the fire caused by the escape of sparks from an engine was *prima facie* evidence of negligence, and the burden of proof rested with the company to show that it was not negligent. The court says that "sparks escaping from an ordinary chimney used in the ordinary way, carried by a strong wind to a building in the neighborhood, if they lodged in material sufficiently combustible, a fire might be set out. * * * Where the person using the chimney was without fault, we should say ordinarily that the fire was caused simply by the wind and sparks. If in the ordinary use of a locomotive sparks escape without any fault on the part of the company, and are carried

by the wind to combustible material outside of the company's right of way, and a fire is set out from them, the setting out of the fire is not caused by the operating of the road in any different sense from that in the case of the chimney."

The statute as modified by the decision of the court admits that the burden of proof rests with the company to show that it is not negligent. When this is done the common law doctrine prevails, and liability attaches to the railroad company as to an individual. The company in this case shows beyond question that their engine was in good condition, but admits that it started the fire, and that the fire was communicated to combustible material on the right of way.

Leaving the combustible material on the company's right of way the Commissioners regard as negligence, it being in testimony that on several other occasions in that vicinity, in the fall of 1882, the same engine had set fires on the company's lands, in drawing a heavy train up the grade. The Supreme Court, in the decision already quoted, makes the distinction very clearly in drawing the line as to combustible material outside the company's lands, where they can exercise no control, and inside, where they are able to remove it.

The company do not question the correctness of Mr. Haskins' claim. He swears to the amount of his loss, and as this seems to be reasonable, the Commissioners conclude that the company should pay him the amount claimed, $144.75, and so recommend.

Des Moines, Iowa, June 15, 1883.

OSKALOOSA, IOWA, July 17, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa.*

DEAR SIR—As the Board have justly awarded Mr. Haskins the amount claimed, can you not use your persuasive powers on the company in regard to payment of amount due. This has been running about long enough, one would think, without any further delay. Prod them up, if possible. Truly,

E. D. MCNEILAN.

DES MOINES, IOWA, July 18, 1883.

C. J. IVES, ESQ., *Gen. Supt. B., C. R. & N. R'y, Cedar Rapids, Iowa.*

DEAR SIR—Some time since this Board, in the complaint of Mr. Haskins against your company, advised the payment of the amount claimed by him. Will you have the kindness to inform us what your action has been, or will be, in the matter.

By order of the Board.

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, July 19th, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa.*

DEAR SIR—In answer to yours of July 18, in regard to complaint of Mr. Haskins, would say that we will pay the claim, and negotiations are now going on for purpose of settlement.

Yours truly,

C. J. IVES, *Gen. Supt.*

CEDAR RAPIDS, IOWA, Nov. 27, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—In reply to yours of 23d, would say that the claim of A. N. Haskins vs. this company, which has been before your Board, was satisfactorily settled on Nov. 16 last.

Yours truly,

C. J. IVES, *Gen. Supt.*

OSKALOOSA, IOWA, Nov. 27, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—In complaint of A. N. Haskins vs. B., C. R. & N. R'y Co., same has been satisfactorily settled, and a citizen who did not feel able to advance the fee required to file papers in court, has, through the agency of the Board of Railroad Commissioners, been fully indemnified. Please accept my thanks for uniform courtesy.

Truly,

E. D. MCNEILAN, *Attorney for Complainant.*

SHANKS & COATS, WEST MITCHELL, IOWA, *Complainants,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY; CENTRAL IOWA RAILWAY COMPANY; CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondents.* } *Damages.*

Filed January 16, 1883.

DECISION OF THE COMMISSIONERS.

The complainants are merchants, doing business at West Mitchell, Iowa, who had summer apples shipped to them from Bethany, Missouri, over the roads designated in the title to this complaint, and in the order therein named. Complainants allege that said apples were so negligently handled, and so delayed in shipment by the carriers forwarding them, that they were damaged to the extent of their entire value, to-wit: ten dollars and ninety cents, for which amount, together with the amount advanced thereon as freight, to-wit: eight dollars and seventy-three cents, they ask remuneration from the company or companies found liable therefor.

The evidence shows that A. D. Smith, of Bethany, Missouri, shipped from that point six barrels of apples, well packed and in good order, marked "Shanks & Coats, West Mitchell, Iowa, *via* Lyle, Minnesota." The apples were shipped at "owner's risk," five barrels on the 18th day of August, 1882, and one barrel on the 19th of same month. The goods passed over the Chicago, Burlington & Quincy Railroad from Bethany to Ottumwa, from Ottumwa to Mason City over the Central Iowa Railway, though billed from Albia to Mason City, and over the Chicago, Milwaukee & St. Paul Railway from Mason City to West Mitchell, the point of destination. There was a guarantee of freight by the consignee over all lines. The Central Iowa Railway Company admit the loss, while in its possession, of the single barrel, thus leaving the question of liability as to the five barrels for considera-

tion. These were received at Bethany by the Chicago, Burlington & Quincy Railroad Company August 18, 1882, and delivered to the Central Iowa Railway Company on the 19th day of the same month. It is true the way-bill of the Central Iowa Railway Company shows the apples to have been billed out of Albia on the 21st of August, but the agents' tracer, submitted in this case, shows that the agent of the Central Iowa Railway Company received the five barrels of apples on the 19th of that month, and if this were not true it would be just as easy for the agents of that company to say so as to call attention to the date of the Albia way-bill. We assume, then, that the apples were not only received by the Central Iowa Railway Company on the 19th day of August, but that they were on that day in apparent good order.

Five days later, not including the 19th, they were received at Mason City. This was on the 24th. The charge that these apples were then left standing for several days on the platform is not sustained, but it does appear that on the next day the agent of the Central Iowa Railway made a "bad order" statement, in which these apples are described as "two barrels heads out—all more or less decayed and heating, juice running out of barrels." The agent of the Central Iowa Railway at Mason City Junction is also the agent at the same place of the Chicago, Milwaukee & St. Paul Railway. No reason is given why the agent of the Central Iowa Railway Company did not offer these apples to the agent of the Chicago, Milwaukee & St. Paul Railway Company on the day of their arrival. He did not do so, however, until the next day, and then the agent of the Chicago, Milwaukee & St. Paul Railway refused to take them without pre-payment of freight, as they were "almost worthless," and not worth the back charges then on them. It is in evidence that the consignee had guaranteed the freight through, and this statement is not denied. In arranging for the pre-payment of this freight six days were consumed, notwithstanding the use of the telegraph both ways.

Such are the material facts in this case, as established by the evidence submitted. That the Chicago, Milwaukee & St. Paul Railway Company is not liable is clearly established. It is shown that the apples were in a damaged and "almost worthless" condition when tendered to that company. Common carriers may demand payment in advance as the condition; and may refuse, on reasonable grounds, to carry the goods at all. Schouler's Bailments and Carriers, page 355.

We will not inquire as to whether the C., B. & Q. R. R. Co., is liable for the damage sustained by complainants. This company is not liable for any acts of its own while in actual possession of the freight, as it received it in good order, transported it with reasonable promptness, and delivered it in good order to the C. I. R'y Co., its connecting line. If liable then it is by special contract, or by reason of such acts and circumstances as it is generally admitted such contract is inferable from, such as the acceptance of goods marked to a destination beyond the terminus of its road, the payment in advance of full freight for the entire route and the like when the carrier

makes no clear reservation of risk, or does not show a different usage known at the time to the shipper. A special contract to carry beyond one's terminus is not *ultra vires*. By special contract a carrier may in America as well as in England assume to transport beyond its own limits, and such contract, it is generally admitted, is *inferable from* circumstances, independently of an express stipulation.

Our own Supreme Court, following the English rule, has held that the acceptance by a carrier of goods marked to a designation beyond the terminus of its road creates a *prima facie* liability to transport and deliver at that point, but that this may be modified by proof of a different usage known at the time of making the consignment. *Angle & Co. v. The M. & M. R. R. Co.*, 9 Iowa, 487.

Collection of full freight charges by the first carrier, when the carrier makes no clear reservation of risks, is certainly a strong circumstance in favor of the assumption that such carrier has undertaken a through liability, and the courts of this country have so held repeatedly. Schouler on Bailments and Carriers, page 335. But in the absence of such contract expressed or implied, the law does not impose upon common carriers the duty of transporting beyond the termini of their respective routes, and they may, therefore, by special agreement, contained in a bill of lading or receipt, lawfully stipulate that they shall not be liable beyond such points. *Mulligan v. Illinois Central Railroad Company*, 36 Iowa, 181.

The evidence in this case shows that at the time of the shipment the agent of the C., B. & Q. R. R. Co., delivered to the consignee of the freight involved here, a bill of lading or receipt of which the following is a copy:

"BETHANY, MO., August 17, 1882.

"Form 014 (8-3-80-300) No. ——. Received from A. D. Smith, in apparent good order, by the C., B. & Q. R. R. Co., to be transported to Ottumwa, Iowa, the following articles as marked and described below, subject to the conditions and regulations of the published freight tariff of said company applying on shipment of freight from this station to the destination named, it being expressly agreed and understood that the said C., B. & Q. R. R. Co., in receiving the said packages to be forwarded as aforesaid, assume no other responsibility for their safety, than may be incurred on their own road. Not negotiable.

MARKS AND CONSIGNEE.	DESCRIPTION OF ARTICLES, ETC.	WEIGHT.
Shanks & Coates,	5 barrels apples,	750
West Mitchell, Iowa,	*Per* C. R. R. of Iowa.	Owner's risk.
via Lyle, Minnesota.		

J. G. HENSHAW, *Agent.*

"If the freight is consigned beyond the C., B. & Q. R. R., insert here name of station at which it leaves the C., B. & Q., and not the name of point to which it is consigned."

From this it will be seen that the goods were marked to a destination beyond the C., B. & Q. R. R., and it is in evidence in addition to this that there was a guarantee of the freight to the agent of said road for the entire shipment, but in said way-bill which the Supreme Court has very properly said possesses the dual character of a receipt and contract, "it is expressly agreed and understood the said C., B. & Q. R. R. Co., in receiving said pack-

ages to be forwarded as aforesaid assumed no other responsibility for their safety than may be incurred on their own road."

It is competent, as we have already seen, for a railroad company to stipulate that it shall not be liable as a common carrier beyond its own line. Such a contract, says the Supreme Court in *Mulligan v Ill. Cent. R. R. Co.*, *supra*, is not in conflict with section 1308 of the Code, which simply provides that a common carrier shall not exempt itself by contract, etc., from the full measure of liabilities as such, which, in the absence of such contract, etc., would exist, and by the same high authority it is said, "that the shipper in accepting and acting on such bill of lading, his knowledge of its stipulations will, in the absence of fraud or mistake, be conclusively presumed, and he will be bound thereby."

Hence it seems clear that this special contract limiting its liability to its own line of road, in view of the law applicable thereto as construed by our Supreme Court exonerates the C., B. & Q. R. R. Co., from any liability for any injury that occurred to these goods after leaving its road.

Now as to the liability of the Central Iowa Railway Company. We have already recited the facts. This company received the goods at Ottumwa, Iowa, August 19, 1882, in apparent good order, to transport over its road to Mason City Junction, a distance of about one hundred and seventy miles.

They did not reach Mason City Junction until the 24th of August or six days after the company received them at Ottumwa; then they were not tendered to the connecting line until the next day, when they were refused by the C., M. & St. P. R'y Co., for the reason that they were in "bad order," and the freight was not prepaid. The agent of the C. I. R'y Co. then makes a "bad order" statement showing the heads out of two barrels, all decayed more or less, and juice running out of all of them. The agent of the C. I. R'y Co. then telegraphed for prepayment of freight, and on the 30th of August, six days later, received a satisfactory answer, and the goods were sent forward to their destination, reaching there within two days from that date in an entirely worthless condition.

These apples were shipped at owner's risk, but this does not modify the measure of the liability of the common carrier in this State as to injuries received while in its actual possession, and on its own line. The common law rule fixing the liability of common carriers obtains in this State. It follows, then, that the injury to the apples having occurred while in the possession of the C. I. R'y Co., that it is liable for the damage, unless the case comes within one of the exceptions to the general rule of law as established in this State, excusing the common carrier from liability. These exceptions are the intervention of the public enemy, the act of God, or such losses as arise by reason of some inherent characteristic of the article conveyed.

Of these exceptions only the last could be of any avail to respondent in this case. It is true the freight in question here was what is known as "perishable property." But while this fact may excuse, on the one hand, it imposes increased obligation on the other. In determining the degree of

care necessary in such case to excuse the carrier from liability, the nature and characteristics of the article to be conveyed must be considered. The nature and characteristics of the freight in this case was notice to the carrier that care in handling and promptness in carrying and delivering on its part, were essential elements of its contract with the shipper. Taking the most favorable view of the facts for respondent, and we are satisfied it did not exercise the care and promptness in this case that will excuse it from liability, notwithstanding the nature and characteristics of the property in question. It has been shown that the apples were injured while upon respondent's train, or in its possession as a common carrier, which constitutes a *prima facie* case for complainants, placing the burden upon respondent to prove that care and skill on its part would not have prevented the loss or injury. This respondent has not done. The rule here announced is fully sustained by our Supreme Court, 18 Iowa, 555; 31 Iowa, 583; 44 Iowa, 424. Nor can natural waste be alleged in defense by the common carrier successfully when he has full knowledge of that fact and has omitted his duty, and is in default. *Leech v Baldwin*, 5 Watts, 446; *Ship Invincible*, 3 Sawyer W. S., 490.

As to the value of the apples, the extent of the damages thereto, and the amount of freight paid thereon there is no controversy.

The Commissioners therefore recommend in this case that the respondent pay to the complainants the sum of nineteen dollars and sixty-three cents ($19.63), the amount of their damage in the loss of the six (6) barrels of apples and the freight advanced thereon. And the Commissioners further recommend that hereafter respondent exercise more care and promptness in handling the class of freight which is the subject of this complaint.

Des Moines, Iowa, June 9, 1883.

MARSHALLTOWN, IOWA, June 29, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—To your favor of the sixteenth instant, enclosing copy of the decision of the Railroad Commissioners in the matter of the complaint of Shanks & Coats against this company.

The very evident desire manifested by the Honorable Board of Commissioners to perfectly advise themselves of the facts in the case, has induced the looking up more carefully such points as was thought and expressed in the decision above referred to that we were derelict in. As a matter of fact, we never received freight from the Chicago, Burlington & Quincy Railroad Company at Ottumwa. The several barrels of apples referred to as being received at Ottumwa, from Chicago, Burlington & Quincy Railroad Company, is a mistake as to point of delivery of such apples to this company. Transfer of apples in question was made at junction of this line with C., B. & Q. road at Albia.

As special stress is laid upon the date of delivery of the apples to this company, to-wit: "The Central Iowa Railway Company received the five barrels of apples on the nineteenth of that month, and if this were not true, it would be just as easy for the agents of that company to say so, as to call attention to the date of the Albia way bill. We assume, etc." It is at this point I wish to correct your premises, and fully respecting the courteous consideration shown to the C., B. & Q. R'y Co., and hand you for inspection the original transfer bill to this company, which clearly shows the date to have been the twenty-first of August, rather than the nineteenth, when apples were delivered to this company. As a matter of fact, they were

delivered not in season for shipment north, that day, but took the first train, No. five, (leaving Albia at seven A. M.) August 22, 1882, to point of delivery, and as shown by joint agent (Chicago, Milwaukee & St. Paul and Central Iowa Railway), J. M. Hillyer's letter attached, same was received on No. five, due at five P. M. August 23, 1882, having been but thirty-four hours in transit on this company's line.

In explanation of "No reason is given why the agent of the C. I. R'y Co. did not offer these apples to the agent of the C., M. & St. P. Co., on the day of arrival," is the fact that Mr. Hillyer was joint agent, and no formal tender was necessary, as first train by which the apples would go forward, would not pass until the twenty-fourth, it then being as before stated, five P. M. of the twenty-third.

It will be readily seen from the C., B. & Q. billing that there is no mention of any guarantee of charges, and it is not necessary, under the circumstances, to speak of the courtesy shown by this company, toward the shippers, in forwarding apples. You further say, "taking the most favorable view of the facts for the respondent, we are satisfied it did not exercise the care and promptness in the case that will excuse it from liability."

I am very confident, in view of the above explanation, coupled with such evidence as is produced in the form of the C., B. & Q. transfer bill, and joint agent Hillyer's letter, that your Honorable Board will fully acquit this company of having done other than its full duty in the premises.

All of which is most respectfully submitted.

Yours truly,

D. N. PICKERING,
Superintendent and Treasurer.

Petition for Rehearing on part of Central Iowa Railway Company.

DECISION OF THE COMMISSIONERS.

The petition for a rehearing in this case makes the point, *first*, that the freight in question was not received by the Central Iowa Railway Company until August 21st, and *second*, that it reached Mason City August 23d, or thirty-four hours after shipment on said road at Albia. When taken in connection with other well established facts in this case, the matter of the date of the reception of these apples becomes immaterial. The fact still remains that the apples were in good order when received by the Central Company, and in bad order when delivered by it at Mason City Junction. The bad order statement of Mr. J. M. Hillyer, made on August 25th, stated that the juice was running from the barrels; that the heads of one or more of the barrels were broken in; and conceded that they came in "an almost worthless condition," showing at once that the apples were not only tardily transported but roughly and negligently handled. The second point, that the apples reached Mason City Junction on August 23d, or twenty-four hours sooner than conceded in the former decision, and which point is supported by the letter of Mr. J. M. Hillyer, under date of June 19th, 1883, is not sustained. The Commissioners have two letters from Mr. Hillyer, dated January 24th, 1883, one to Mr. Geo. W. Sanborn, Superintendent, and one to Mr. C. A. Jewett, General Freight Agent, in which he clearly and positively states that the five barrels of apples were received at Mason City Junction August 24th, and also his bad order statement, made out on August 25th, to

the same effect. The fact also appears from Mr. Hillyer's own evidence that a prepayment of the freight was not demanded until August 25th. The fact that the Chicago, Burlington & Quincy Railway Company accepted a guarantee of the freight on these apples is immaterial in this case, as the damage is shown to have occurred while the apples were in possession of the Central Company, and without fault of the C., B. & Q. Company. For these reasons the Commissioners see no reason for reversing or modifying their original decision in this case, and it therefore stands as originally entered.

Des Moines, Iowa, August 22d, 1883.

DES MOINES, October 31st, 1883.

D. N. PICKERING, *Superintendent Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—The inclosed letter of Messrs. Shanks & Coats is by order of the Board respectfully referred to you for such answer as you may desire to make.

Very respectfully,

E. G. MORGAN,
Secretary.

WEST MITCHELL, IOWA, Nov. 20, 1883.

RAILROAD COMMISSIONERS:

GENTLEMEN—Some time ago we wrote your honorable body, after their decision, to-wit: that the Iowa Central pay us $19.63, the amount of our claim against them. We have been unable to get even a reply to a letter from the Iowa Central. Is this as far as you can go in the matter? Have you any power to compel the Iowa Central to pay us; if not, what good is your decision against them, if it is at their option to pay or not. Please inform us how it is, for we want to take some action. An early reply is respectfully asked.

Yours,

SHANKS & COATS.

DES MOINES, Nov. 21, 1883.

MESSRS. SHANKS & COATS, *West Mitchell, Iowa:*

GENTLEMEN—Your letter of the twentieth just received. I send you with this a copy of the Commissioner Law. By examining this you will see that it is the duty of this Board to examine all cases presented and report to the companies what in their judgment should be done. The law gives them no power to enforce their decisions. It has hitherto rarely happened that the companies have not complied with the holdings of the Commissioners. In this case it is evident that the company does not intend to respect the decision, and it will be necessary for you to apply for relief to a court that has power to enforce its findings.

By order of the Board,

E. G. MORGAN,
Secretary.

MARSHALLTOWN, Nov. 29, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—In reply to yours of the twenty-eighth, would say * * * in relation to the claim of Shanks & Coats, this company denies both the legality and the equity of their claim, and must decline to pay the same.

Yours truly,

E. L. DUDLEY,
Superintendent.

NOTE.—The objection of the Central Iowa Railway in this case is not to the jurisdiction of the Board, but to the merits of the case.

This is the first instance in a case where damages were claimed in which a railway company has refused to abide by the decision of the Railroad Commissioners.

The spirit manifested by this refusal is to be regretted, and is worthy the attention of the executive and legislative departments of the State government.

MRS. JANE C. McKINNEY, DECORAH, IOWA, *Complainant.*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Care of station houses.*

Filed January 16, 1883.

DECORAH, IOWA, January 13, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—I desire to call your attention to a nuisance the traveling public are obliged to endure at the station of the Illinois Central Railroad at Independence. There is but one waiting room, in which men, women, children and bus drivers wait for trains together. Small boys from eight to twelve years old are allowed to loaf there, and together with the bus drivers they smoke, chew, and spit tobacco juice upon the floor till the air is vile, the floor filthy, and together with their language it is a most disagreeable place for women, and especially these days, when we are compelled to wait an indefinite time for trains. In reading the Laws of Iowa, chapter 77, section 3, Acts of 1878, I find that this matter comes properly within the jurisdiction of the Railroad Commissioners. Will you be kind enough to bring the matter before them and ask their attention, and they will doubtless see that it is remedied, and oblige.

Yours truly,

JANE C. McKINNEY.

DES MOINES, IOWA, January 17, 1883.

W. K. ACKERMAN, ESQ., *President Illinois Central Railroad Company, Chicago, Illinois:*

DEAR SIR—I enclose copy of a letter from Mrs. Jane C. McKinney. The Board asks whether the facts stated by her are true, and if true, whether the company is discharging its full duty to the public in not remedying the evil. It is admitted that the company has full power to regulate the habits and manners of those it allows in its stations. The Board believes that a re-

formation in the management of passenger stations is greatly needed, especially where there are no separate accommodations for ladies.

By order of the Board,

E. G. MORGAN,
Secretary.

CHICAGO, ILLINOIS, Feb. 5, 1883.

E. G. MORGAN, ESQ., *Secretary:*

DEAR SIR—Referring to yours of the seventeenth ultimo, I desire to say that I have had the matter complained of by Mrs. McKinney carefully investigated, and find that on the day that lady was at the Independence depot it was extremely cold, and that the bus drivers, hotel runners, and a few small boys were in the waiting room, and it was almost impossible under the circumstances to keep them out. Our Agent, Mr. Durham, states that there was only one person smoking there while Mrs. McKinney was at the depot, and he ordered this person to cease smoking or leave the room, and he did the latter. We will have notices put up in the waiting room prohibiting smoking, and our agents are instructed to do all in their power to see that only proper persons are allowed in the waiting room, especially at points where there are no separate accommodations for ladies.

Yours very truly,

W. K. ACKERMAN,
President.

A copy of Mr. Ackerman's letter was sent to Mrs. McKinney, and her reply was as follows:

DECORAH, IOWA, April 2, 1883.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners:*

SIR—In reply to yours of February 7th, in regard to my complaint of the waiting-room at the station of the Illinois Central Railroad at Independence, will say I do not doubt the honesty of the station agent at Independence in saying that only one person was smoking, for but one left the room. As a matter of fact, however, there were more smoking at that time You may judge of the severity of the weather from the hospital weather report for that day which I copied: January 5th, thermometer, 7 A. M., 9°, 2 P. M., 11° above zero.

Please say to Mr. Ackerman for me, that I have no doubt of his intention to serve the traveling public well, and for his information will say that the state of affairs January 5th was not uncommon. The first week of December, 1882, I waited several hours for a train, and the smoke was so unbearable that I went out and paced the platform in order to breathe oxygen. I was there again the first week in March, and there were from three to five men smoking all the time. I looked for the card prohibiting it, but saw none. If there is one in the room it is too small to be seen. If the Commissioners could visit the stations along the line of the Illinois Central they would doubtless see that they are not fit places for their wives and children to wait for delayed trains.

Yours respectfully,

JANE C. MCKINNEY.

DES MOINES, IOWA, April 27, 1883.

W. K. ACKERMAN, *President Illinois Central Railroad, Chicago, Ill.:*

DEAR SIR—I inclose copy of a letter from Mrs. McKinney, in which she states that your agent at Independence must be mistaken in regard to his facts, and she instances a similar experience the first week in December and

the first week in March. The Board has received information from various sources that the stations generally on the line of your road in Iowa have but one room for ladies and gentlemen, are kept in a slovenly manner and often filled with a crowd of loafers, whose obscene and disgusting conversation is unfit for the hearing of ladies and children and unpleasant for gentlemen. It seems to the Commissioners that the public have a right to demand that the decencies of life should be respected in every railroad waiting-room in the State, and while they know that this is an unimportant line to your company, and has but little attention to these matters from the general officers, still they think this should be investigated and special instructions issued to agents, and some one delegated to see that they are obeyed.

By order of the Board.

E. G. MORGAN,
Secretary.

Mr. Ackerman replied that he had directed the General Superintendent to apply the remedy to these matters as far as lay in his power, and thought there would be no further cause for complaint.

WAY & PACKARD, IOWA FALLS, IOWA, *Complainants*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents*.
} *Damages and Discrimination.*

Filed, January 18, 1883.

To the Honorable Board of Railroad Commissioners, of the State of Iowa:

The undersigned hereby enter complaint against the Burlington, Cedar Rapids & Northern Railway Company, charging said company with a violation of section 10, chapter 68, Acts of the Seventeenth General Assembly, in this: That in the month of February, 1881, the complainants were engaged in the business of buying live stock at Clarion, Wright county, Iowa, and shipping said stock over the road of said B., C. R. & N. R. Co., *via* Cedar Rapids and the Chicago & Northwestern Railway to Chicago, Illinois. That by agreement made with said B., C. R. & N. R. Co., through their station agent at Clarion, the complainants were accustomed to notify said company through their said agent two or three days in advance, of the number of cars desired by them, to make such shipments as their business demanded; and said company, in compliance with such agreement, were accustomed to furnish cars in accordance with such notice. That on the 19th of February, 1881, complainants notified said company through said agent, that they would need four cars, as they wished to ship two car loads of cattle and two of hogs to Chicago on the 23d day of February, 1881, and requested said company to furnish the necessary cars for that purpose, and were assured by the said agent that said cars would without doubt be ready for them at the date named That relying upon the same, complainants purchased two car loads of hogs and two car loads of cattle and had them placed in their yards on the line of said road at Clarion, ready for shipment; but said company without just cause or reasonable excuse, neglected, failed, and refused to furnish complainants with said cars or any of them, until the first day of March, 1881, when it delivered at Clarion for their use two cars only. That on the following day (March 2, 1881), being furnished with two more cars, they loaded their hogs into the same, and shipped them to Chicago. While on the road from Cedar Rapids to Chicago, the train containing said two

car loads of hogs was blockaded in the snow, and delayed about five days beyond the usual and ordinary time occupied in such shipments. That by reason of such delay and exposure, said hogs shrank largely in weight, and the market price and value of such hogs meanwhile depreciated at least twenty cents per hundred pounds, whereby complainants lost the sum of about $237.00, as follows:

Loss of twenty cents per hundred pounds on thirty-six thousand pounds	$ 72.00
Shrinkage in weight three thousand pounds at $5.50	165.00
Total	$ 237.00

Which said damages said company neglects and refuses to pay. That had the four cars been furnished even as late as the first of March, 1881, complainants could have gotten their hogs to market in time to avoid said blockade and said loss of twenty cents per hundred in the market price. That complainants are informed and believe that said company did in fact fill orders for a large number of cars made by other parties in the same business at Dows and Iowa Falls, between the 19th of February and the first day of March aforesaid; and that in particular stock cars were furnished to A. A. Robertson, at Iowa Falls, and to George H. Richardson, at Dows, by said company on or about the 28th of February, upon orders made by said Richardson and Robertson, after the order made by complainants on the 19th. Complainants are also informed and believe that said company has in fact settled with and paid other dealers (and especially the dealers aforesaid), for damages suffered by them, by reason of the same delays complained of by the undersigned.

WAY & PACKARD.

Signed and sworn to before me by James H. Way, January 17, 1883.

[L. S.] S. M. WEAVER,
Notary Public.

A copy of complaint of Messrs. Way & Packard was sent C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, who replied as follows:

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of yours of January 20th, enclosing copy of complaint of Messrs. Way & Packard, in regard to failure on the part of our company to furnish stock cars at Clarion, in February, 1881. At this late day it is impossible to recall all the circumstances which may have caused the delay in furnishing the cars for this shipment, but it was doubtless owing to the extreme severity of the winter, which occasioned extensive blockades, especially on that portion of our line, making it impossible to transact the business promptly or with any regularity.

It would seem that a portion of the cars ordered were furnished in time to make one shipment safely, but, unfortunately, the second shipment was delayed one day longer, which, it is claimed, involved the loss. This delay of the shipment on the road occurred at Sterling, on the Chicago & Northwestern Railway.

In April, 1881, claim was presented to our company for this loss, and we, showing a prompt movement on our line, referred it to the C. & N. W. Railway Company, by whom it was investigated, and they declined, under the circumstances, to allow the claim. In regard to their statement that similar claims were allowed by us, I would say that similar claims are on file in our office as refused and not paid, and I think that under the circumstances we are exempt from liability for this claim.

Yours truly,

C. J. IVES,
General Superintendent.

Cedar Rapids, Iowa, January 24, 1883.

DES MOINES, IOWA, March 2, 1883.

MESSRS. WEAVER & WOODS, *Iowa Falls, Iowa:*

GENTLEMEN—In the complaint of Way & Packard, of Clarion, before the Railroad Commissioners, it is charged that A. A. Robertson, of Iowa Falls, and George H. Richardson, of Dows, parties engaged in the business of shipping cattle and hogs, were furnished cars for their shipments on or about the 28th of February, and before the second day of March, 1881, on cars ordered after the order of Way & Packard made on the 19th day of February, and that they claim this to be unjust discrimination in favor of other shippers. Will you furnish the Commissioners depositions covering the facts alleged, with such evidence as to dates as will establish the facts beyond question. It is now two years since the discrimination charged was made, and the denial of the company is absolute.

Please see that the testimony is before the Commissioners in such shape that it cannot successfully be rebutted, as copies of the testimony will be furnished to the railway company.

The commissioners were at Dysart, February 24 and 25. The railroad was then blockaded about four miles east of that place, and their impression is that there were several days between the 19th and first of March, when it was impossible to move trains. Please furnish the testimony as full and complete as possible.

Respectfully,

E. G. MORGAN,
Secretary.

IOWA FALLS, IOWA, May 26, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Enclosed I hand you additional affidavit in the matter of the complaint of Way & Packard vs. Burlington, Cedar Rapids & Northern Railway. The witness upon whom he principally relied we have been unable, upon diligent injury, to find, and shall have to submit the matter upon the evidence already in.

Yours respectfully,

S. M. WEAVER,
Attorney.

STATE OF NEBRASKA, } ss.
COUNTY OF COLFAX. }

I, S. Packard, on oath say I was one of the firm of Way & Packard, engaged in business at Clarion, Iowa, in February and March, 1881; that I have personal knowledge of, and distinctly remember, the following facts in connection with matters alleged in the complaint of said firm against the Burlington, Cedar Rapids & Northern Railway Company, now pending before the Railroad Commissioners of Iowa; that we purchased our stock cattle and hogs to be delivered to us at Clarion on Tuesday, and ordered cars during the latter part of the week before, to enable us to ship on that day; that the cars were not furnished for several days, and on Monday following, being in Iowa Falls, I took the freight train to Clarion. In that train were fourteen empty stock cars, of which nine (9) were left at Carleton, and three (3) at Dows, for G. H. Richardson, I believe; that after leaving Dows I saw there were not cars enough left for us, and spoke to Assistant Superintendent Fox of the B., C. R. & N., who was

on the train, and asked him how it happened that we were not given more cars, and he said he thought there were but two or three ordered, and said he would have more sent up on the next train that night. We loaded our cattle and started them back by that train, and the next day, the company having then forwarded us more cars, we loaded the hogs. The hogs were on the road to Chicago about a week, and suffered a shrinkage of about three thousand pounds, as I now recollect it.

S. PACKARD.

Signed and sworn to before me this 20th day of April, 1883.

[L. S.]

ELMER E. DAIRS,
Notary Public, Colfax Co., Neb.

DECISION OF THE COMMISSIONERS.

The complaint of Messrs. *Way & Packard vs. Burlington, Cedar Rapids & Northern Railway Company*, for a violation of section 10, chapter 77 of the Acts of the Seventeenth General Assembly, made the 17th day of January, 1883, is as follows: That in the month of February, 1881, the complainants engaged in the business of buying and shipping live stock at Clarion, Wright county; that on their ordering two or three days in advance the B., C. R. & N. R'y Co. was in the habit of furnishing them all the cars needed in which to ship their stock; that on the 19th day of February, 1881, they notified the agent at Clarion that on the 23d of the same month they would need four cars, two in which to ship cattle and two to ship hogs; that, relying on the cars at the time ordered, they purchased the hogs and cattle. The company furnished them two cars on the 1st day of March, 1881, in which they shipped their cattle, and two cars on the second day of March, 1881, in which they shipped their hogs; that between Cedar Rapids and Chicago the train containing the hogs was blocked by snow and detained five days. Between the time the cars were ordered and their arrival in Chicago; that the market fell off twenty cents per hundred pounds, and the hogs shrank in weight 3,000 pounds. They return the following bill for damages:

Loss of 20 cents per hundred pounds on 36,000 pounds	$ 72.00
Shrinkage in weight 3,000 pounds at $5.50	165.00
Total	$237.00

They furthermore say they are informed and believe that cars were furnished Robertson at Iowa Falls and Richardson at Dows about February 28th on orders made after their four cars were ordered, and that they are informed and believe that the company has paid damages to other dealers for delays to furnish cars.

In reply, Mr. Ives, Superintendent, refers to the lapse of nearly two years between the time in which the loss occurred and the date of the complaint, and says that at this day it is impossible to recall all the circumstances, but regards it as due to the severity of the winter and the extensive blockades on that portion of his line. The two cars were blockaded at Sterling, on the Chicago & Northwestern Railway. When the claim was presented in April, 1881, a prompt movement of the cars was shown on his line, and the C. & N.

W. Co. investigated the matter and decided not to allow the claim. He denies having paid damages to other parties for detention at that time.

Mr. Packard verifies by affidavit the main facts stated in the complaint, though evidently in some minor matters his memory is in fault.

There are two causes for which the complainants claim damages. First, the loss occasioned by the fluctuation of market; the second, the shrinkage by detention at Sterling. As the losses did not occur on the line of the respondent, the matter is reduced to the simple investigation as to whether the company could, in the regular fulfillment of its order, with justice to all applicants for cars, have supplied them early enough to have reached Chicago before the blockade. Neither party seems to have any record that they have attempted to introduce showing the actual state of facts. Two of the Commissioners were on this line of road on the 23d, 24th, and 25th days of February—the road was blocked with heavy drifts from a point four miles east of Dysart, at various places, the entire distance to Clarion, eighty-four and two-thirds miles. The Commissioners are informed by a party who was on the first passenger train that went through that the road was not open to Clarion until March 1st. On that day it seems two cars were furnished Way & Packard and two on the following day.

The Commissioners are of the opinion that under these circumstances which seem to have been overlooked by both parties, the cars were furnished as soon after the blockade was raised as could reasonably be expected, and therefore find there is no good ground for the complaint.

Des Moines, June 13, 1883.

JOHN FALLON, FORT DODGE, IOWA, *Complainant*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*. } *Personal injuries.*

Filed January 18, 1883.

On January 17, 1883, a complaint and affidavit were received from John Fallon, of Fort Dodge, Iowa, setting forth the following facts, to-wit: In September, 1882, complainant's son, W. H. Fallon, received severe injuries while riding on a stock train on the Illinois Central Railroad, near Jesup, Iowa, for which he claimed from the company one thousand dollars damages. Complainant had presented his claim to the company's attorney, but was unable to obtain any satisfaction, and he now asked the Commissioners to take such action in the matter as would lead to the recovery of damages as aforesaid. The Commissioners returned the papers to complainant, with the answer that claims of this nature did not properly come within the jurisdiction of the Board, according to their interpretation of chapter 77, acts of the Seventeenth General Assembly, "the law creating the Board of Commissioners and defining their duties."

A. JACKSON, TAMA CITY, IOWA, *Complainant*,
vs.
UNION PACIFIC RALWAY COMPANY, *Respondent*. } *Overcharges.*

Filed January 18, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

Your petitioner shows to your Honorable Board that on or about the 1st of August, 1882, he shipped two cars of stock from Council Bluffs, Iowa, to Shelton, Nebraska. That in one of the cars so shipped by him there were twenty-five head of cattle and four head of horses. That at the time he shipped said stock at Council Bluffs he had a conversation with the agent of said company, by and through his partner, Wm. L. McKenzie, at which time he was assured by said agent that the car containing said cattle and horses would cost him twenty per cent more for freight in consequence of said horses being in said car. That when said two cars of stock reached Shelton, Nebraska, and before he was allowed to take the same from the cars, he was required to pay, and did pay to the agent of said company at said station, the sum of about $129.10. That upon one of the freight bills he was charged for one car of stock at $40.50, and four horses $18.10, and upon the other car the sum of forty and 50-100 dollars. That he had but two cars of stock altogether, and that upon the car containing the horses there were the charges herein before specified, to-wit; the sum of eighty-eight and 60-100 dollars, or thereabouts. That said railway company, if charging said car as a car of horses at twenty per cent advance upon cattle rates, should have charged this petitioner the sum of forty-eight and 60-100 dollars only. That if charged for cattle, their charges should have been but forty and 50-100 dollars. That your petitioner is entitled in any event to the return of forty and 50-100 dollars as an overcharge upon said way or freight bill covering the horses and cattle which were in said car. That, in equity, the said railway company's agent should have charged him as for one car of cattle and one car of horses, or for one car of cattle and one mixed car, or for two cars of stock only.

That he has applied to said company to investigate and correct the same, but they refused, and still refuse, to correct said error.

Wherefor your petitioner prays your Honorable Board to examine into the matter herein before alleged, and order said company to do equity in such matter.

MILLS & GUERNSEY,
Attorneys for A. Jackson.

The Secretary of the Board acknowledged receipt of the above complaint and petition, and also sent a copy to Mr. S. H. H. Clark, General Manager of the Union Pacific Railway, as follows:

DES MOINES, IOWA, January 29, 1883.

S. H. H. CLARK, ESQ., *General Manager Union Pacific Railway, Omaha, Nebraska:*

DEAR SIR—Mr. A. Jackson, of Tama City, Iowa, complains to the Board that on the first day of August, 1882, he shipped from Council Bluffs, over your road to Shelton, a car of cattle and a car of horses and cattle mixed, as will more fully appear from a copy of his petition and the expense bills attached, which are herewith inclosed. The Commissioners are of the opinion that the only difference between Mr. Jackson and your company is a clerical error of the bill clerk in making the bill at Council Bluffs.

Will you please have the matter investigated and report the facts to the Board.

Very respectfully,

E. G. MORGAN,
Secretary.

OMAHA, NEB., February 6, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering your favor of the 29th of January, please find below copy of an extract from Mr. Shelby's letter to Mr. Jackson. If the latter will return to Mr. Shelby his Union Pacific expense bills on the shipment, the matter will be promptly adjusted.

Yours truly,

THOS. L. KIMBALL,
Assistant General Manager.

"Referring to your favor of August 17th, wherein you inclose expense bills for shipment of cattle to Kenesaw, and also your letter of October 26th, inclosing expense bills for shipments made *via* Union Pacific to Gibbon, I would state that the papers in your claim were handed to Mr. Vining and through some oversight became misplaced in his desk, having just turned up to-day. I learn from one of my assistants that expense bills for shipments made over our line were returned to you some time since with statement that there was no agreement for special rate in your favor, in this office.

"As I made this agreement with you personally, I would esteem it a favor if you will again send expense bills, covering shipments over our line, to me, marked "personal", when I will take the matter up and have voucher made in your favor, refunding difference between charges paid, and special rate promised you. I regret that this matter has been delayed so long, and trust that this explanation will make it all right."

TAMA CITY, IOWA, March 9, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commission:*

DEAR SIR—In the matter of Andrew Jackson vs. The Union Pacific Railway Company, for errors in charges for shipment of stock, I am pleased to note that Mr. Jackson this morning received draft in full, and the case is fully settled.

Yours, very respectfully,

MILLS & GUERNSEY,
Attorneys for A. Jackson.

HERSHEY LUMBER COMPANY, MUSCATINE, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents.*
} *Overcharges.*

Filed January 26th, 1883.

MUSCATINE, IOWA, January 25, 1883.

E. G. MORGAN, ESQ., *Secretary Board Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—We inclose herewith a letter written by us to J. E. Utt, General Freight Agent Burlington, Cedar Rapids & Northern Railway, and copy of his reply to same, to A. O. Warfield, agent at this station. Our letter to Mr. Utt explains the whole situation. The lumber tariff in use before January 1st last is the same as has been in existence for the past four years to our certain knowledge, and we think ever since the completion of this division of the road. The question we would like to have determined by your Board is the justness and reasonableness, as well as the right, of a railroad corporation to advance rates in this manner, without notice to either its customers or its local agent. The point is here: our customer, Mr. Fischer,—or any other—might have sold one hundred cars of lumber, as well as the three which he did sell, on what he had a right to expect was the tariff which he would

have to pay. In such a case, his loss would have been several hundreds of dollars instead of the small sum of $19.30. Your consideration of this matter, and your early reply to same, will be highly appreciated.

Yours very truly,

HERSHEY LUMBER COMPANY,
By Sedgwick.

MUSCATINE, IOWA, January 19, 1883.

J. E. UTT, ESQ., *General Freight Agent, Cedar Rapids, Iowa:*

DEAR SIR—We inclose herewith expense bills of four cars lumber, shipped by us to Matt Fischer, Kinross, at what was supposed to be rate of eight cents per hundred pounds, but which it seems were billed at ten and a half cents. It seems the new tariff took effect January 1st, but we had no knowledge of it until the 17th, and the agent here claims that he had no notice of same until he got correction bills on the 16th. We think we are entitled to rebate of two and a half cents per hundred on these four cars, aggregating 77,200 pounds, making $19.30. Will you please give the matter consideration and advise?

Yours truly,

HERSHEY LUMBER COMPANY,
By Sedgwick.

CEDAR RAPIDS, IOWA, January 20, 1883.

A. O. WARFIELD, *Agent, Muscatine:*

DEAR SIR—I am unable to see why we should refund this overcharge. It is understood that rates always lapse with the year.

J. E. UTT,
General Freight Agent.

Receipt of the above complaint was duly acknowledged, and the complainants assured that the matter would be investigated. The facts as set forth in the complaint were sent to C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, and he was asked why the rates on lumber were increased on January 1st. Mr. Ives replied as follows:

CEDAR RAPIDS, IOWA, January 30, 1883.

E. G. MORGAN, ESQ., *Sec'y Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of 27th, regarding complaint of Hershey Lumber Company, I inclose explanation of our General Freight Agent, Mr. Utt, which seems to be full and clear. Rates on lumber are changed from time to time, so as to bear equally on stations in the same section of country, and the fact that a former general freight agent may have made a lower special rate than is now needed should be no bar to an advance, when it can be made without discriminating against the points to which they may have been made.

Yours truly,

C. J. IVES,
General Superintendent.

CEDAR RAPIDS, IOWA, January 30, 1883.

C. J. IVES, ESQ., *General Sup't B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—Referring to complaint of Hershey Lumber Company through Railroad Commissioners I beg leave to say: 1st. The rates in force on lumber since January 1st, current month, are our local tariff, and are the same that prevailed during the year 1882; any other rates named were by special arrangement. 2d. It is the custom of railroad companies doing freight business to annul all special rates at the close of each year, and renew them at their pleasure. In the month of November I issued a circular to all agents, as is usual, notifying them of the annulment of all rates other than the regular tariff, and asking them to furnish a list of specials that they considered should be renewed.

Mr. Warfield, agent at Muscatine, made answer giving me a list that included the lumber rates from Muscatine indicating that he had conferred with Muscatine lumber dealers. Whether Warfield notified the Hershey Lumber Company or not does not seem to be important, because the firm knows the rule in force among lines, including the C., R. I. & P., the road they are closely identified with. 3d. We only make special rates on shipping when it is necessary to protect our interests, very often against competition of other lines, and I have not renewed last year's specials, notwithstanding some good reasons for doing so. I have considered to some extent the lumber rates from Muscatine to points on that division, and am inclined to think renewal unnecessary in some instances. In the case of Kinross I had concluded to put in force nine cents, because I find on investigation that is the rate to points directly south on the C., R. I. & P. R'y. There are some reasons, however, why there should be no reduction to this station, to-wit: Marengo is a point directly north, and the rate on lumber from the Mississippi river is ten and a half cents per hundred. Again, the usual difference on lumber between Chicago and the Mississippi river points is five cents per hundred, and the rate from Chicago to Kinross is seventeen cents; therefore to equalize and not shut out other markets, Muscatine should be twelve cents. I am unable to find the letter from this office referred to. I have had several similar complaints, however, and have in each instance answered that I was investigating the matter of lumber rates from Muscatine, and would issue specials probably soon, and that any rate named should apply on all shipments since January 1st.

Yours truly,

J. E. UTT,
General Freight Agent.

CEDAR RAPIDS, IOWA, March 5, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of March 2d, asking for copy of freight tariff on lumber from Muscatine. I inclose list of rates in force in 1882, and also in 1883, which I trust will be satisfactory to the Honorable Commissioners.

Yours truly,

C. J. IVES,
General Superintendent.

RATES ON LUMBER.

MUSCATINE TO	Tariff rate, 1882.	Special rate, 1882.	Tariff rate, 1883.	Special rate, 1883.
	Per cwt.	Per cwt.	Per cwt.	Per cwt.
Adams	6½	.....	6½	6
Nichols	7	.....	7	6
Lone Tree	7½	.....	7½	6
River Junction	8	.....	8	6
Riverside	8	.....	8	6
Kalona	9	7	9	7
Wellman	9½	7½	9½	7½
Kinross	10½	8	10½	8
South English	11	8¼	11	8½
Webster	11½	9	11½	9
Keswick	12	9	12	9
Thornburg	12½	9½	12½	9½
What Cheer	13	10	13	9½
Nassau	12½	10	13½	10
Barnes City	13	10½	13	10½
Montezuma	14	11	14	11

April 25th, the complainant informed the Board that rates had been adjusted by the company in accordance with tariff, which closed the case.

J. A. BREAZEALE, CENTERVILLE, IOWA, *Complainant,*
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent.*

Failure to furnish coal cars.

Filed, January 26, 1883.

CENTERVILLE, IOWA, January 12, 1883.

HON. B. R. SHERMAN:

DEAR SIR—As you will see I am in the coal business. My mine is on the Wabash Railway. We come to you for relief, if we can get it. The railway company does not furnish us cars to do business. They are using almost all their cars for company coal, leaving the balance of the mines standing idle when the people are suffering for fuel. Two years ago we made complaints and the State Commissioners came here and heard our complaint, and the railway company by their superintendents on their sworn statements, said they had just got possession of the Iowa Division, and they found it very poorly equipped, and the car works were all behind with their orders, and they could not buy cars to take care of the trade. That was two years ago. They have had plenty of time to get cars since then. Now, the question is, under the law, can the Commissioners compel them to furnish us with cars. I don't want the Commissioners to come here, unless they can do us some good and require the railway company to furnish us cars to do business. I have lost five thousand dollars in the last two years, because I could not get cars to fill my contracts.

Respectfully yours,

J. A. BREAZEALE,
President.

CENTERVILLE, IOWA, January 13, 1883.

GOV. B. R. SHERMAN, *Des Moines, Iowa.*

DEAR SIR—The coal men here are having a great deal of trouble procuring cars on the Wabash road, to move the coal they are selling in the western part of the State. Mr. J. A. Breazeale, who owns a large mine about four miles west of this place, on the line of the Wabash, has just shown me orders for coal, and he says he is not able to get the cars to ship and fill the orders. Our coal interest is a big thing with us, and this is the time of year for the operators to reap their harvest. The laborers are here and depending on their wages for the support of their families, and if the operators can't dispose of the coal to the trade that wants it there will be great suffering. What they want to know is, if the Commissioners can give them any relief. Will you please give the matter your personal attention. and oblige

Yours truly, H. H. WRIGHT.

CENTERVILLE, IOWA, January 15, 1883.

GOV. B. R. SHERMAN:

DEAR SIR—Since writing the within our side-track is still empty, and no cars to do anything; our men starving and the people suffering for fuel. Please let us know at once whether anything can be done. There is no discrimination—only a lack of cars to do business.

Respectfully yours,

J. A. BREAZEALE.

STATE OF IOWA, APPANOOSE COUNTY. } ss.

I, J. A. Breazeale, on oath depose and say, that I am the owner of the Walnut Coal Company's mines in said county, situate on the line of the Wabash, St. Louis & Pacific Railway, four miles west of Centerville. That I have orders and contracts for coal, to be filled on the line of said road and to be shipped over said road to other lines of road, and have not been able to fill said orders and contracts for want of cars to ship the coal. The last car furnished

for shipping coal for said coal company was on January 6, 1883; and before that time said mine was not furnished with sufficient cars to carry the coal ordered of said mines.

J. A. BREAZEALE.

Subscribed and sworn to before me by J. A. Breazeale, this 13th day of January, 1883.

[L. S.] H. H. WRIGHT, *Notary Public.*

STATE OF IOWA, } ss.
APPANOOSE COUNTY. }

I, James Lee, on oath depose and say, that I have been employed as a coal miner at the Walnut Coal Mines, in said county, since last October, and am employed there now, when there is any work to do. When railroad cars are furnished at the mine, for the purpose of shipping the coal, we have employment all the time. The last car furnished at the mine to be loaded with coal was on the 6th of January, 1883; and before that time the cars were not furnished by the railroad company to ship all the coal for which the coal company had orders. The men working in the mine are idle a good portion of the time, on account of the cars not being furnished at the mine to ship the coal.

his
JAMES + LEE.
mark

Attest: H. H. WRIGHT.

Subscribed and sworn to before me by James Lee, this 13th day of January, 1883.

[L. S.] H. H. WRIGHT, *Notary Public.*

Affidavits were also made by Reuben Brooks and Jacob Mayfield, confirming Mr. Lee's testimony.

The above complaints and affidavits were examined by the Commissioners, and copies of them were sent to the proper officers of the Wabash, St. Louis & Pacific Railway, with request for immediate attention to the matter.

DES MOINES, IOWA, January 30, 1883.

HON. BUREN R. SHERMAN, *Governor of Iowa:*

DEAR SIR—In the matter of the complaint of Mr. J. A. Breazeale, of Centerville, Iowa, submitted by your Excellency to this Board on the 26th inst., I have to say, that the Board are in receipt of a letter from K. H. Wade, Superintendent of Transportation Wabash, St. Louis & Pacific Railway, in which he says: "I am aware that there has not been as full a supply of cars, or as prompt movement of the coal, as we wish or as should be, but circumstances combined, including the severe cold weather, shortage of water, occasioned by ponds and streams freezing solid, and an unusual pressure of business, rendered it impossible for us to handle our business to the satisfaction of all parties. Special instructions were given our officers in Iowa last week—before your letter was received—to furnish the cars and move the coal as promptly as possible, and I trust there will be no further cause for complaint."

Very respectfully,

E. G. MORGAN, *Secretary.*

CENTERVILLE, IOWA, January 29, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—You will please find statement of some of our coal operators. I suppose the Governor gave you my statement, also that of some of my men. If we can get any relief we would ask it at once, as we are losing a great amount of money, and our miners must go on the county or starve. In some places our customers are burning corn to keep from freezing. We are willing to make due allowance for bad weather and a few days of snow blockade. The road is doing a big through business and not paying any attention to local points—I mean coal points. We have got contracts with parties that must be filled, and our bonds up and unless we get cars we will be compelled to pay the bonds. You will see by looking up the sworn statements of W. F. Merrill and E. N. Armstrong two years ago when I made complaint, that the company had just acquired the road, and it was poorly equipped, and all they asked was time to get in shape. Unless we get some relief from you, our coal property is not worth anything. I have waited three years and have lost over $5,000 on the promise of the railway company to be taken care of the same as stock, grain and other shippers, and it is getting worse every year. Hope you will give this matter prompt attention.

Yours respectfully,

J. A. BREZEALE.

STATE OF IOWA, APPANOOSE COUNTY. } ss

We, the undersigned, each for himself depose and say, after being each duly sworn, that we are coal operators on the line of the Wabash, St. Louis & Pacific Railway, in Appanoose county, Iowa. That said company does not furnish by four-fifths as many cars as said operators do demand; that after pressing demands said company would furnish about one-fifth as many cars as are necessary to transact our business. That said cars, when furnished, are allowed to remain on the side tracks without being removed, for a week or twenty days. That said line is apparently devoting all its time and attention and using all motive power to forward through business, thereby virtually neglecting local business, to these affiants' great injury. That affiants are situated and alone depend upon said railway for the transportation of affiants' coal, there being no competing line. That said railway is unlawfully discriminating in favor of said through business.

JOHN HENDERSON,
Superintendent Centerville Coa' Company.
G. W. NEEDHAM.
A. C. ANDREWS.
JOHN MASTICS,
President Co-operative Coal Company.
THOMAS PHILLIPS.
Agent White Oak Coal Company.
T. J. JONES.

Subscribed in my presence and sworn to before me by the said John Henderson, G. W. Needham, A. C. Andrews, John Masters, Thomas Phillips and T. J. Jones, this twenty-seventh day of January, 1883.

GEORGE D. PORTER,
[L. S.] Notary Public.

DES MOINES, IOWA, January 31, 1883.

J. A. BREAZEALE, ESQ., *Centerville, Iowa:*

DEAR SIR—Yours of the twenty-ninth, with affidavit, just at hand. The Board are in receipt of a letter from the third vice-president and also the superintendent of transportation of the Wabash, St. Louis & Pacific Rail-

way. They each deny any intentional discrimination against the coal operators at Centerville. They say that they have not had as full a supply of cars or as prompt a movement of the coal as they wished, owing to the severe cold weather, shortage of water, and an unusual pressure of business; that special instructions were given the Iowa officers last week to furnish the cars and move the coal as promptly as possible. The Board have telegraphed Major Anderson asking him to visit you at once, and also to see the Iowa division superintendent of the Wabash Railway.

Very respectfully,

E. G. MORGAN,
Secretary.

DECISION OF THE COMMISSIONERS.

The letter of complaint in the above entitled cause, forwarded to this Board by His Excellency the Governer, stated that complainants were coal miners at Centerville, and dependent upon the Wabash, St. Louis & Pacific Railway Company for transportation, and that the railway company neglected and refused to furnish them cars in sufficient numbers to ship the product of their mines.

Complainants submit affidavits to support their charges.

One of the Commissioners went to Centerville, and personally inquired into the facts complained of. He also visited Mr. Dresser, superintendent of that division of the W., St. L. & P. Ry.

It was found that the charges against the railway company were substantially true. Superintendent Dresser admitted that complainants had not received as many cars as they asked for, and perhaps needed, but excused the company's failure to supply them by referring to the blockaded condition of the road, caused by the heavy snow storms along the line, the scarcity of water, and finally the scarcity of cars, the company had not been able to supply the miners as it desired, and as was for the interest of the company to do; but added that these difficulties were now somewhat abated, and that the company would be able to do better by complainants in the future than it had done in the past, and that he would make every exertion to supply complainants all the cars they needed, and had hopes of success.

In answer to the charge of discrimination against the Centerville coal interest as in favor of the through traffic, Superintendent Dresser made a most emphatic denial, saying that the scarcity of cars in that line of traffic was as great as anywhere, and that the difficulty was general and substantially the same at all points.

Tho Commissioners urged and recommended Superintendent Dresser to do all in his power to remove, for the future, all grounds of complaint, and it is hoped and believed by the Commissioners that the grounds of the present complaint are removed, and that there will not be further cause of complaint in the future.

Des Moines, February 24, 1883.

CENTERVILLE, IOWA, February 27, 1882.

E. G. MORGAN, *Secretary Railroad Commissioners:*

DEAR SIR—Yours 26th received, with findings of the Railroad Commissioners, in behalf of the coal operators that made the complaints. We would most earnestly ask what time Mr. Dresser, superintendent of the division, wants. We were told two years ago to wait and give them time. Since Mr. Anderson was here three weeks ago, and up to the present time, we have not received any more cars, and the road has not had any snow blockade since, and they have plenty of water; if they want two years more, or two months, we want their answer, so we can close up and not lose any more money. Our business is almost ruined for this season, and some of our customers are claiming large damages on account of our failure to keep them supplied with coal. They are owing us, and they refuse to pay until their damage is made good.

We would pray you to get some definite answer, so we can know what to do.

Respectfully,

J. A. BREAZEALE,
President Coal Exchange.

A copy of the above letter from Mr. Breazeale was sent to Mr. Dresser, Superintendent Wabash, St. Louis & Pacific Railway, and he was asked how soon his company intended to furnish Mr. Breazeale with cars to ship his coal, and the following reply was received:

KEOKUK, IOWA, March 2, 1882.

E. G. MORGAN, ESQ., *Secretary Iowa Railroad Commissioners:*

DEAR SIR—Your favor of 1st instant, stating complaint of J. A. Breazeale, is received. I will say in reply that I have made every effort to supply the mines at Centerville and vicinity with coal cars, that I have partially done so, and have increased the supply as fast as I could get more. As the supply of cars on this division is limited, I am obliged to depend on other divisions for any additional supply, but circumstances have combined to prevent them from doing much to help me out. We have had no snow, it is true, and have plenty of water now—too much, in fact. You are probably aware that the bridge over the Des Moines river was carried away February 16th, cutting us off on the east. Our lines in Illinois have also been interrupted, three of them entirely cut off by high water. This has forced the business that formerly went through four channels into one, overcrowding it and rendering it impossible to give proper attention to mine interests. I mention these as reasons why we have not received an extra supply of cars from other divisions. In spite of this, however, we have increased our stock, and now have fully one-third more cars than we had at the time of Mr. Anderson's visit. Mines are better supplied now, and I think you will find upon inquiry that the mine operators generally have no complaints to make, although they may not get quite as many cars as they think they should have. As for Breazeale, I don't think anything would satisfy him. If he had all the cars he wanted, he would find some ground for complaint. He seeks to attract attention by making a noise; he has found that his barking attracts the attention of the Commissioners, and he will probably keep it up whether he has any cause for it or not.

I will say in conclusion, that I am working earnestly to remove any cause for complaint in the matter of the supply of coal cars. You cannot expect too much to be done in three weeks under adverse circumstances, and it is less than one week since I received your letter giving the decision of the Commissioners which gave me an intimation of what was expected. I think I can satisfy the Commissioners that I will do as I promised.

Yours very respectfully,

E. DRESSER,
Superintendent Iowa Division.

E. P. JACKSON, AND TWENTY-EIGHT OTHERS, GILMORE, IOWA, *Complainants*,
vs.
THE DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent*.

Asking to have the snow blockade raised.

GILMORE, IOWA, January 26, 1883.

HON. B. R. SHERMAN, *Governor of the State of Iowa:*

We, the undersigned citizens of Gilmore, located on the extension of the Des Moines & Ft. Dodge Railroad, would respectfully say that we have had no train on said railroad since January 18, 1883, and we are nearly out of coal and not more than five hundred pounds of flour in town and other provisions proportionately low. That we depend upon said railroad for our supplies. That unless we have relief soon we shall suffer for the necessaries of life Now we sincerely pray that you cause the said extension of the Des Moines & Ft. Dodge Railroad running from Tara Junction north to Ruthven to be opened at once, and thereby relieve the people of the following towns; Clare, Gilmore, Rolfe, Plover, Mallard, Curlew, Ayrshire and Ruthven, making fifty-seven and eight-tenths miles of railroad.

[Signed,] E. P. JACKSON,
and twenty-eight others.

DES MOINES, IOWA, January 30, 1883.

To his Excellency, Buren R. Sherman, Governor of the State of Iowa:

DEAR SIR—The communication of E. P. Jackson and twenty-eight others, residents of the town of Gilmore and vicinity, was duly received. The Commissioners learn from Mr. Gilmore, superintendent of the Des Moines & Fort Dodge Railroad, that the road was closed by the storm on the eighteenth of January and opened on the twenty-eighth. That owing to the intensity of the cold it was impracticable to open it earlier. He thinks the storm of to-day will probably again block them, but if the weather remains mild the detention will not be serious. The two items in the complaint are scarcity of flour and coal. The supply of the former he has no means of determining; of the latter he thinks there must be some mistake, or there has been a serious neglect on the part of the dealers in laying in supplies. His road has had, since the first of September, cars enough, of sixteen tons to the car, and motive power sufficient, to put two car loads, or thirty-two tons of coal, into every station on his road every day from that date until the blockade of January 18th (this includes the usual time consumed in loading and unloading the cars). Fully three-quarters of his coal cars have, during that time, been in the service of other railroad companies, simply because there was no demand for them on his line. He has supplied all demands with one-fourth of his coal equipment. This fall the people of Gilmore and vicinity have obtained most of their coal by hauling it in wagons from Humboldt. The Railroad Commissioners for the last two years have in the early fall issued circulars urging the importance of laying in supplies at all stations in northwestern Iowa in anticipation of such storms as this which

often blockade the railroads during the winter. These circulars have been copied into the newspapers and the subject has been generally discussed. Under the circumstances it is hardly fair to throw the blame of a scarcity of coal on the carrier, when ordinary forethought on the part of the dealer or consumer could have prevented it. Mr. Gilmore will use due diligence to keep his road open. It is probable that the same effort and exposure that his men are subjected to in opening the road, might bring in supplies from other points, if the case is as serious as represented. The distance from Fort Dodge is not more than twenty miles, or the coal banks twenty-five.

Respectfully,

PETER A. DEY,
For Commissioners.

DES MOINES, IOWA, January 31, 1883.

HON. P. A. DEY, *Railroad Commissioner:*

DEAR SIR—I received reply to my telegram from Gilmore station this A. M. Mr. Childs says: "Have three cars of nut coal on hand; equal to forty-five tons."

Very respectfully,

C. N. GILMORE,
Superintendent.

JOHN NICKSON, WACOUSTA, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Damages.*

Filed February 5, 1883.

WACOUSTA, HUMBOLDT COUNTY, IOWA, January 19, 1883.

HON. C. C. CARPENTER, *Fort Dodge, Iowa:*

DEAR SIR—As you have been one of the Railroad Commissioners for Iowa, I write for information. I had a flock of one hundred and twelve sheep shipped from Toledo, Tama county, to Bradgate, Humboldt county, *via* Chicago & Northwestern Railway. It was not thought necessary for any one to come with the sheep, the distance being so short. When I took them from the car at Bradgate I found fifteen dead and four or five more badly crippled, entailing a loss of over $100. The car was not run properly up to the shute. The agent refused to help me move the car or even to allow the dead sheep to remain on the grounds over night, as the train was five hours late, and the weather intensely cold. The "impudent officiousness" of the agent caused me a deal of trouble and inconvenience. I wish to learn whether I can obtain redress through the Railroad Commission. If so, please inform me where to write, or whether I must look for satisfaction by going to law. Hoping to hear from you at your earliest convenience, I remain

Sincerely yours,

JOHN NICKSON.

The above letter was forwarded to the Board from Washington, D. C., by Mr. Carpenter, and was immediately sent to Marvin Hughitt, general manager Chicago & Northwestern Railway, who replied as follows:

CHICAGO, February 19, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

DEAR SIRS—I have investigated the matter complained of by Mr. John Nickson, and covered by your communication of the fifth instant, and now think I may confidently assert that he has no just ground of complaint. The car containing Mr. Nickson's sheep was left in the proper place for unloading. He stated at the time that the man of whom he bought the sheep agreed to send a man in charge of them, but had neglected to do so, and that as he had paid in advance for the sheep, he probably would not be able to obtain satisfaction for the dead sheep from the seller. Our agent at Bradgate gave Mr. Nickson all necessary assistance, and would willingly have given him permission to leave the dead sheep on our grounds over night if he had asked for it, which he did not do. The loss of the sheep, which is the important point in this complaint, this company is in no wise responsible for; and I believe the actions of our employes at Bradgate have been by Mr. Nickson either greatly misunderstood or misrepresented. Assuring you of our constant endeavor to promote the mutual interests of the public and of this company as a common carrier, I remain

Very respectfully,

M. HUGHITT.

This letter was forwarded to Mr. Nickson, on February 27th, of which he was notified on March 29th, and again on April 20th, to which on April 26th, he replied as follows:

WACOUSTA, IOWA, April 26, 1883.

E. G. MORGAN, *Des Moines, Iowa:*

DEAR SIR—In answer to your favor of March 29th, I beg to state that immediately upon receipt of your communication of February 27th, I replied to it at once and answered all your inquiries fully, but it seems you never received my letter. I assure you that Mr. Hughitt has been misinformed in regard to the truth of the whole matter. He says that I told some one, does not mention who, that the party I bought the sheep of agreed to send a man with the sheep. So far true; but when the sheep were shipped at Toledo the agent assured him that they would go through all right, a distance of only one hundred and forty miles. I have every reason to believe that the sheep came four-fifths of the distance all right, but they started out from Eagle Grove with a defective engine. They were bothered a good deal. Finally, unable to get through with the broken engine, they switched off at Thor, eight miles west of Eagle Grove, and had to go back to Eagle Grove for another engine. The train was five hours late at Bradgate. I think most of the time was lost between Eagle Grove and Dakota, a distance of sixteen miles. I have every reason to believe that my sheep were killed with the jostling they received in trying to make headway with the broken engine, as they were all piled up in front end of car. When I came to unload them they were all warm; had they been killed in early part of transit they would have been cold. I went to Dakota, thirteen miles east of Brodgate and met the train. I saw that the sheep had been very roughly used. I asked the conductor why they had not been taken better care of. His reply was, that he "would not touch them for the world." Mr. Hughitt makes another statement that is entirely false. I never said I paid the man of whom I bought the sheep in advance and consequently I could hope for no redress from him. I did not pay for the sheep for over a month after I got them. If I get any redress I get it from the railroad company. They alone are responsible for my loss and from them I expect to be reimbursed if I get justice. Had it not been for the broken engine I believe my sheep would have come through without the loss of a single one. The car was switched off at Bradgate, but was not left with door

opposite runway. I could only get them out by one and two, taking me three times as long as if car had been left in proper place. There was no pinch bar. I sent twice for agent but he did not come down till I had sheep unloaded. The day was one of the most intensely cold of last winter. I asked the privilege of leaving the dead sheep in car over night as I had six miles to drive sheep, and it was getting late. He (the agent), would not grant my request; he was captious, insulting, officious and anything but the gentleman. So I was compelled to hire a sled, haul carcasses away and lose them; had to leave some of them unskinned. I found fifteen dead, three more have died since, two more cripples and many more hurt, more or less, entailing a very serious loss on me in my transaction. I think in all justice and honor, that the company should pay for at least the sheep they killed. I ask nothing but a righteous verdict from your Honorable Board. I can qualify by affidavit from several witnesses every statement I have made. I will cheerfully answer all future inquiries; pressure of farm work and other business prevented me from replying earlier. I rest my case in your hands, fully believing you will do what you conceive to be right.

Sincerely yours,

JOHN NICKSON.

P. S.—The inclosed card will explain itself. While shipping cattle from Wisconsin to Ft. Dodge *via* Illinois Central Railroad, I lost a very nice heifer, valued as you will see per card at $18.00, but worth to me $40. The heifer was lost by a car door breaking and she was crowded through. Mr. Wright, the agent at Ft. Dodge at that time, was instructed to pay me $9.00, but I would not accept it. Mr. Wright thought I should get it all, but he moved away. I live forty miles from Ft. Dodge, so I could never get my claim settled. You will see my claim is a legal one. Please do the best you can for me.

Yours truly,

JOHN NICKSON.

DES MOINES, IOWA, May 16, 1883.

JOHN NICKSON, *Wacousta, Iowa:*

DEAR SIR—Yours of April 26th was held for postage until yesterday. The portion of your letter relating to the loss of your sheep in January last I have referred to the Commissioners.

That part of your letter referring to the loss of the heifer in 1878, on the Illinois Central Railroad: The Board are of the opinion that the claim for damage is too remote for them to take cognizance of, as the loss probably occurred before the organization of this Board. The postal card of Thos. Wright is herewith returned you.

By order of the Board.

E. G. MORGAN, *Secretary.*

DES MOINES, IOWA, July 20, 1883.

MARVIN HUGHITT, *General Manager Chicago & Northwestern Railway Company, Chicago, Illinois:*

DEAR SIR—In the matter of the complaint of John Nickson, Humboldt county, Iowa, claiming damage of your company for injury to sheep while in transit from Toledo to Bradgate, on the third day of January last.

The Commissioners find from evidence presented to one of their number who went to the farms of Mr. Nickson and Mr. Withington (the shipper), also to Eagle Grove, the following facts: The sheep came from Toledo to

Eagle Grove, one hundred miles, on the night of the second, and were all right at Eagle Grove. The record of the movement of trains and engines at this station show that the train was some five hours late in reaching Dakota, seventeen miles west. A defective engine necessitated the side-tracking of the train at Thor, and another engine was sent out from Eagle Grove. When the train reached Dakota, Mr. Nickson met it and found fifteen dead sheep in the forward part of the car, and several more badly injured. Mr. Nickson claims that twenty-two sheep in all have died from the injuries then received, and two others are crippled. Have you any testimony you wish to offer the Commissioners in explanation of how the sheep could be injured between Eagle Grove and Dakota, a distance of seventeen miles, as by the testimony of your own men they were all right at Eagle Grove, after coming a hundred miles in the night.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, August 6, 1883.

MY DEAR SIR—I am in receipt of your letter of the 20th ultimo, respecting the claim made by Mr. John Nickson, of Humboldt county, Iowa, that out of a carload of sheep shipped from Toledo, Iowa, and consigned to him at Bradgate, no less than fifteen sheep were killed outright, and, from the effects of injuries received, seven afterwards died; making a total of twenty-two sheep, for which Mr. Nickson claims damages of this company.

I have carefully investigated this matter, with this result. As you state in your letter, the car in which the sheep were loaded arrived at Eagle Grove on time, but two hours were unavoidably lost at that place in making up the train for the west. The temperature had, during the night, fallen to twenty-two degrees below zero. The sheep were apparently in good condition on leaving Eagle Grove. Between that place and Thor, the train was caught in a snow drift, and one hour's time was lost in reaching Thor, at which place the engine broke a pump plunger, owing to the extreme cold, and it was found necessary to send to Eagle Grove for another engine. This delayed the train two hours more: it reached Bradgate five hours late, as you have stated. All of these delays were entirely unavoidable; as I have said, the weather was extremely cold, and, under such conditions, railway transportation is rendered difficult.

On the arrival of the train at Bradgate it was found that, in order to protect themselves from the severity of the weather, the sheep had huddled together at one end of the car, and many were trampled upon by the others, and, in this manner, killed.

Instead of allowing the uninjured sheep to rest comfortably over night, under shelter near the station, as I am informed he was given permission to do by a farmer living in the vicinity, Mr Nickson insisted upon driving his stock a distance of five miles, to his home. I have no doubt that the remaining seven sheep, which he claims died from the effects of injuries received while in transit, really died from the exposure to which he subjected them that night. The evidence, as I interpret it, clearly shows that it was not the fault of the company that the sheep were killed. The unfavorable conditions of the weather then existing, combined with Mr. Nickson's mismanagement, will, I think, fully explain the loss of which he complains.

Very truly,

M. HUGHITT.

E. G. MORGAN,
Secretary Railroad Commissioners, Des Moines, Iowa.

DECISION OF THE COMMISSIONERS.

In January of this year Mr. John Nickson shipped by the Chicago & Northwestern Railway, from Toledo, Tama county, to Bradgate, in Humboldt county, a distance of one hundred and thirty miles, in one car, one hundred and twelve sheep. The sheep were a very small breed, and it is not claimed they were overloaded in the car.

Mr. Nickson makes complaint of the company's negligence in transporting these sheep, by reason of which fifteen sheep died outright in the car and seven others afterwards from the injuries there received. It is also conceded that the sheep were in apparent good order when received by the company.

It is also agreed that the sheep were apparently in the same condition at Eagle Grove, which was a very large proportion of the distance the sheep were to be carried.

Mr. Nickson went out from Bradgate to Dakota, thirteen miles, to meet the sheep, and found them in bad condition; and states that, from the warmth of the dead sheep, the injury had been recent, and done between Eagle Grove and Dakota, a distance of sixteen miles.

Mr. Nickson alleges that from Eagle Grove a defective engine was started out with the train, which gave great bother and caused great delay, and that finally at Thor, eight miles west of Eagle Grove, the company's agents switched the train out and went back to get another engine; and that he "believes that his sheep were killed with the jostling they received in trying to make headway with the broken engine."

One thing from all these statements, including Mr. Marvin Hughitt's, seems clear, and that is that the trouble with the engine and the train, and the injury to the sheep, occurred at the same time and place.

The whole distance to be traveled was about one hundred and thirty miles. The train reached Eagle Grove, a distance of over one hundred miles, on time, when "the sheep," says Mr. Hughitt, "were apparently in good condition."

Between this point and Bradgate, a distance of about thirty miles, Mr. Hughitt says the train lost five hours time; and between Eagle Grove and Dakota, a distance of sixteen miles, the sheep, says Mr. Nickson, received their injuries. There is no controversy as to the extent of the injury to or value of the sheep.

But, says Mr. Hughitt, "the evidence, as I interpret it, clearly shows that it was not the fault of the company that the sheep were killed."

But on a careful examination of all the facts in this case we cannot see it in that light. The evidence shows that so long as the train was properly managed the sheep were well behaved.

We see nothing to excuse the company from liability as a common carrier, unless there be some legal excuse for its apparent neglect, and this we do not find.

Of course, as our duties are rather for the prevention of future wrongs than looking to the redress of those in the past, we can only say that we

believe the company liable in this case, and recommend that it pay Mr. Nickson for his sheep.

Des Moines, Iowa, December 20, 1883.

CHARLES REID, WESSINGTON, DAKOTA TERRITORY, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed February 6, 1883.

WESSINGTON, BEADLE COUNTY, DAKOTA, December 25, 1882.

HON. JAMES WILSON, *Tarer Iowa:*

DEAR SIR—November 11th, 1882, I arrived at Nora Junction too late for the passenger train going south on the Burlington, Cedar Rapids & Northern Railway. I was on my way from Charles City to Marble Rock. Business was to obtain a witness required that I could get citizen papers at the District Court held at Charles City, Monday, the 13th, for the purpose of proving up on land in Dakota. I found at Nora Junction that there would be no passenger train till Monday. There were also two grand jurymen with me, H. Looses and Sam. Rex. Some time after dark a freight train stopped about eighty or a hundred rods north of the station, and we went to see if we could not ride to Marble Rock. We asked the engineer if he thought we could ride and he said he did not know, we could ask the conductor. We went on and found the conductor and brakeman, busy with an axle that was heating. Just then two passengers came past and we concluded it was all right and went on to the way car. When the train started the conductor came in and told us he did not carry passengers and to get off. We said we met two passengers, and that we were ready to pay our fare. He said those passengers had passes, and that he could not take us. We got up to get off, but the train was going fast and he only let one get off, and said he would stop the train and for us to be ready and get off when the train stopped. I stepped off and went headlong through the air, struck something, and then through the air, and struck on a wagon road. The other man was hanging by his arms when he heard me make a noise, and hauled himself on again. The conductor went back to the Junction and got the other man, and they carried me up into the way car and took me on to Marble Rock. The doctor found no bones broken, but a badly damaged leg. I have got back here and can get around a little now. One of the men, Sam Rex, went to the place the Wednesday following, and found I had fallen twenty-eight feet from a trestle-work over a ravine some one hundred rods from the station. The conductor said he knew where he was and was coming to tell us not to get off till they started up a little ways. I told the conductor I did not blame him, but on my return home and seeing the distance he had taken us I changed my mind very much. Also my injuries are more severe than I thought. I can barely get around, and do a little by using a cane, and some days I cannot do anything. I do not know anything about railroad law, and seeing a report in the *Register* from you as a Railroad Commissioner, I thought I would ask you if I was entitled to damages from the railroad company, and how to go about it to get it, and perhaps you would find time to send me an answer. Damages for the pain and suffering all the railroad companies in the United States could not pay me; but if I could get enough to pay my expenses and doctor bills, and for time lost and will be likely to lose, it would help me very much.

Yours with respect,

CHAS. REID.

The Board decided that they had no jurisdiction over the case, and so notified the complainant.

PETER RAFF, MAXWELL, IOWA, *Complainant,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Damages.*

Filed February 14, 1883.

MAXWELL, IOWA, February 12, 1883.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I lay my claim before you against the Chicago, Milwaukee & St. Paul Railway Company for the breakage of one stove, on the 11th day of last January. I made out my bill for the damage and presented it to the agent at this place. He said the railway company would not pay for it, and further said that the conductor broke the stove and would have it to pay for. I also had a sled-shoe broken by the same company, and sent in my bill for the same, but have not got my pay for it. I inclose you my bills for the above broken property, together with the statement of an eye-witness, who saw the train hands break the stove. Will you please look after this matter a little for me, and oblige,

Yours truly,

PETER RAFF.

MAXWELL, IOWA, February 9, 1883.

I, Daniel Brubaker, of the county of Polk, in the State of Iowa, do hereby certify that on Monday, December 11, 1882, at the Chicago, Milwaukee & St. Paul Railway depot, in Maxwell, Iowa, I saw the train men drop on the platform and carelessly break the bottom of a heating stove. The brakeman told the agent to tell the parties that the stove belonged to that the stove was broken in the car. I found out afterward that the stove was shipped to Peter Raff, and I think that the railway company ought to be made to pay for the stove or the damage they did to it.

(Signed,) D. E. BRUBAKER.

Inclosed bill:

MAXWELL, IOWA, January 13, 1883.

Chicago, Milwaukee & St. Paul Railway Company, in account with Peter Raff:

January 11.	To breaking stove	$ 3.50
January 13.	To breaking sled-shoe	.50
	Total	$ 4.00

DES MOINES, IOWA, February 15, 1883.

PETER RAFF, *Maxwell, Iowa:*

DEAR SIR—I have yours of the 12th instant, with complaint against the Chicago, Milwaukee & St. Paul Railway Company for damages to stove and sleigh-shoe. I am instructed by the Board to say to you to send a copy of your bill for breakage to the General Freight Agent of the C., M. & St. P. R'y, at Milwaukee, with all the facts. They have no doubt he will at once investigate your claim, and if he finds his company liable for the damages will settle with you. If, after corresponding with the General Freight

Agent, you are unable to reach a settlement, you can refer all the papers in the case to the Board, and they will investigate it.

Respectfully,

E. G. MORGAN,
Secretary.

The Commissioners have not heard anything further from Mr. Raff, and conclude that the matter has been adjusted between the parties.

WM. J. HADDOCK, SECRETARY, IOWA CITY, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed February 22, 1883.

IOWA CITY, IOWA, February 20, 1883.

HON. P. A. DEY, *Railroad Commissioner, Iowa City, Iowa:*

DEAR SIR:—The State University has a contract with the Muscatine Mining and Coal Company, by which that company agrees to furnish the University all the good, clean, lump coal required, at $1.65 per ton on the cars at the mine, at What Cheer, Iowa. We require a little over two car loads per week. We received the coal promptly and well, in accordance with contract, for some time, but when the severe weather set in, the coal company failed to supply us, and gave as a reason that the Burlington, Cedar Rapids & Northern Railway Company claimed the right to take all the lump coal for themselves, and would not, or did not, furnish cars for the coal company to ship us the coal required, and hence they could not do it. A fair sample of the company's excuses and letters is shown in the enclosed letter of the coal company's agent, Mr. Witter.

Mr. Ives, Superintendent of the B., C. R. & N. Railway, was very clever with the University, and gave us two car loads of coal, to prevent the school from stopping, and in such case, is willing to give more coal from the company cars at $2.12½ per ton at the mines. Now, the point is here: We can have coal at $1.65 at the mines under our contract, while, by the favor of Mr. Ives, it costs $2.12½ at the mines, or, by the management of the railroad, our coal costs us, per car of twenty tons, $9.50 more than contract price. Now, at two cars per week, we are out $19.00, or at the rate of $76 per month, and we are no better off. We bought coal of the agents here at even much worse figures.

Could not your Board of Railroad Commissioners, or yourself personally, request Mr Ives to order cars, so we can get the benefit of the contract, or give us coal at our contract price? As I think this is in the line of your official duty, I ask your assistance.

Yours truly,

WM. J. HADDOCK,
Secretary.

A copy of the above complaint was sent to C. J. Ives, General Superintendent, Burlington, Cedar Rapids & Northern Railway, with the request that he give the matter attention, and complainant was notified to this effect. The following reply was received from Mr. Ives.

CEDAR RAPIDS, IOWA, February 23, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of February 22d, containing copy of complaint of Mr. W. J. Haddock, Secretary Iowa State University, would say, that the gist of his complaint seems to be that he is compelled to pay more for the coal furnished him by our company, than his contract with the coal company requires. It would seem that he was a little hasty in entering this complaint before the Commissioners, he not having paid anything for the coal, and orders having been given that the price should be made the same for the University as their contract called for. As to the matter of not being able to furnish the coal promptly, I have only to say, that the extraordinary severe winter is ample excuse for any interruption of business. The facts are that we were unable to move coal enough from the mines at What Cheer to keep our trains running, and, at times, not even able to do that, and had to take coal shipped to private parties, wherever it might be found along the line, and which we have been replacing as fast as possible, since the embargo was raised. It would seem to be a matter of prudence for a State institution to set a better example to the coal consumers of the State, and lay in a reasonable stock, so as not to be left in danger of having to close the school, for want of sufficient coal to warm the buildings, when, as any prudent person should know, storms and floods may, at any time, cut off the supply.

Trusting this explanation will be entirely satisfactory to the Honorable Commissioners, I am

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, February 26, 1883.

HON. WM. J. HADDOCK, *Secretary Iowa State University, Iowa City, Iowa:*

DEAR SIR—The Railroad Commissioners direct me to send you a copy of their coal circular, issued in 1880, and the advance sheets of their report for 1881, showing their views on the coal problem for that year; also a copy of Mr. Ives', superintendent Burlington, Cedar Rapids & Northern Railway, letter dated February 23, 1883, in reply to yours of February 20th. The Commissioners further suggest that the views expressed by Mr. Ives are, they think, sound and businesslike. That with the uncertainty attending the operation of all railways during the winters, any one of which may be expected to be as severe as the past one, that it is the part of wisdom to accumulate a supply early in the season. While it is the duty of the railway to furnish transportation sufficient to meet the ordinary wants of their customers, it is equally the duty of the consumer to lay in a supply, against those contingencies that are liable to arise at any time.

By order of the Board,

E. G. MORGAN,
Secretary.

L. W. RUSSELL & CO., SILVER CITY, IOWA, *Complainants*,
vs
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent*.

Failure to furnish cars for shipping corn.

Filed February 22, 1883.

SILVER CITY, IOWA, February 21, 1883.

A. R. ANDERSON:

KIND SIR—Having been unable to obtain cars to ship corn on account of a monopoly that exists here in the shape of an elevator who appear to have a corner on cars and has been the cause of driving others, as well as ourselves, out of the market as regards corn. We have corn on hand, taken on debt, that we wanted to move for over a month, in order to get our money out of it. The railroad company refused to furnish cars as long as the elevator can use all they send, and they appear to be particular not to send any more than the elevator can use. Have they the right to discriminate against outside parties in favor of elevators? It has been the cause of keeping corn from three to seven cents lower than at other competing points, and has been a great damage to the town. If you could do anything toward regulating this, you would confer a great favor on

Yours respectfully,
L. W. RUSSELL & CO.

DES MOINES, February 22, 1883.

MESSRS. L. W. RUSSELL & CO., *Silver City, Iowa:*

GENTLEMEN—Yours of the twenty-first instant received and contents noted. The matters of which you complain seem to be the result of a general system in the southwestern part of the State against which formal complaints are now pending before the Board. A decision on these complaints will be reached within a very few days, which it is hoped will afford you the relief desired. You will be notified of the result in due time. The Board meantime, will call the attention of the Wabash company to your complaint.

By order of the Board,
E. G. MORGAN,
Secretary.

A copy of this complaint was sent John C. Gault, Second Vice-President Wabash, St. Louis & Pacific Railway Company, who answered as follows:

ST. LOUIS, March 9, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—I duly received yours of February 22d, containing a copy of a complaint made by L. W. Russell & Co., of Silver City. I have fairly investigated the matter, and I find there is not a single word of truth in the statements of Russell & Co., or perhaps it would be better to tell you that they have attempted to deceive the Board. L. W. Russell & Co. are not grain buyers, but merchants; they have taken in some corn on a debt; and when they state to you that there is a "monopoly" at Silver City in the shape of an elevator, "who appear to have a corner on cars," they deliberately lie; and when they state, as they did in their letter to you, that the railroad company "*refuses*" to furnish cars to take away their corn, they make a statement which is not in any sense true.

During the month of February the Wabash road, which runs in six different States, has either been under snow, ice or water, in some of the States, nearly all the time. We have had many bridges washed away, and it has been impossible for us to handle our cars with any certainty or promptitude. Nothing would have pleased us so much had we been able to give our Omaha branch five times as many cars as we had at our disposal. There has been no *refusal* on the part of the road to furnish cars, but there has been an *inability* to furnish them as promptly at Silver City, and every other station, as we would have done under ordinary condition of weather.

As to the monopoly in the shape of an elevator: I do not know who owns it; but men who handle grain at that place, and who load it into cars from wagons, have had nearly twice as many cars furnished them during the months of January and February as the elevator had; the order being to divide the cars in proportion to the amount of grain on hand by the different parties. I could send you a large amount of correspondence, including the daily orders for cars, if you desire to see it; but my object in writing is simply to deny the statements made to you by Russell & Co.

Yours truly,

JOHN C. GAULT,
Second Vice President.

DES MOINES, IOWA, March 16, 1883.

MESSRS. L. W. RUSSELL & CO., *Silver City, Iowa:*

GENTLEMEN—In the matter of your complaint against the Wabash, St. Louis & Pacific Railway Company for discrimination in not furnishing you cars for shipping corn, Vice President Gault, of that company, says: (here followed Mr. Gault's letter of March 9th.)

As there seems to be a conflict in the statements made by you and the railway company as to the facts in this case, I am instructed by the Commissioners to ask you to present them such proofs, in the shape of affidavits, as you may have in support of your charges against the Wabash, St. Louis & Pacific Railway Company, in your letter to them of February 21st.

Respectfully,

E. G. MORGAN,
Secretary.

To this letter no reply was ever received.

LYMAN WHITTIER, WHITING, IOWA, *Complainant*,
vs.
SIOUX CITY & PACIFIC RAILROAD AND CHICAGO & NORTHWESTERN RAILWAY COMPANIES, *Respondents.*
} *Lost goods*

Filed March 1, 1883.

WHITING, MONONA COUNTY, IOWA, Feb. 28, 1883.

State Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Herewith attached please find papers explaining themselves relating to claim for lost property made on the Sioux City & Pacific Railroad. S. C. & P. R. R. say they cannot pay this claim owing to a disagreement between themselves and Chicago & Northwestern Railway Company as to liability, and desire you to decide which line is liable.

Yours truly,

LYMAN WHITTIER.

WHITING, MONONA COUNTY, March 3, 1883.

State Board Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Replying to your favor of March 1st, herewith please find attached Mr. K. C. Morehouse's letter of December 13th. The result of Mr. Morehouse's investigation was, as communicated to station agent, at Whiting Station on S. C. & P. R. R, that payment could not be obtained on the claim on account of a disagreement between the S. C. & P. R. R., and the C. & N. W. R'y Co., as to liability, and suggested that I lay the case before you for decision which line was liable. The history of the claim is, that one case of canned goods were lost in transit between Chicago and Whiting, and found short at this station, final destination. A claim for the loss put in and proven, but the trouble is that there is a dispute between C. & N. W. R'y Co. and S. C. & P. R. R. Co., as to who is liable.

Yours truly,

LYMAN WHITTIER.

MISSOURI VALLEY, IOWA, Dec. 13, 1882.

LYMAN WHITTIER, ESQ., *Whiting, Iowa:*

DEAR SIR—Perhaps I owe you an apology in regard to your claim for the case of canned goods, but the truth is that it was not lost on our line. We have, however, offered to pay our proportion, but connecting lines refuse to help out in the matter. I will give them another chance.

Yours truly,

K. C. MOOREHOUSE.

A copy of this complaint was sent to P. E. Hall, General Manager Sioux City & Pacific Railroad, which was answered as follows:

CEDAR RAPIDS, IOWA, March 12, 1883.

E. G. MORGAN, ESQ., *Secretary Board Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—The facts in this matter are that the Chicago & Northwestern Railway Company admit the receipt of this case of canned goods at their station in Chicago, and report it as shipped in car No. 1237, with other freight, consigned to the same party at Whiting Station. This freight with other for local stations on our road between Missouri Valley and Sioux City, was all billed through on through way bills. The car was received by us at Missouri Valley, on April 8, 1882, with all doors properly sealed with Chicago seals, and so forwarded the same day by our train to Sioux City, without opening the car or checking the freight at Missouri Valley at all. This car was opened and freight taken therefrom at four stations before reaching Whiting, it being re-sealed each time. When the goods were unloaded at Whiting, this case of canned goods was not found. Search was made for it when the car was again opened at Sloan, and again at Sioux City on arrival there. Examinations of freight unloaded at the stations between Missouri Valley and Whiting failed to find it. We sent tracers to every station on the line of our road so that if by mistake the Northwestern Company had put it in some other car coming to us it might be found, but without any result. Under these circumstances we offered to pay our share of the loss based on the division of earning between us and the C. & N. R'y Co., treating the matter as what is known as "concealed loss." The C. & N. W. Co. declined this proposition. I suppose it will be fair that that company give their reasons for making such declination, and can only say that after hearing from the C. & N. W., should your Board entertain the idea that we should be held responsible for any more than our proportion as above, I should like to be heard again in this matter.

Very truly yours,

P. E. HALL.
General Manager.

On the receipt of the above letter Marvin Hughitt, General Manager Chicago & Northwestern Railway Company, was sent a statement of the facts of the case as set forth by Mr. Hall, but before a reply was received the complainant requests that the case be dismissed, and the Board made an order dismissing the same, and respondents were notified of the fact.

CITIZENS OF ALBIA, IOWA, *Complainants*,
vs.
CENTRAL IOWA RAILWAY COMPANY, *Respondent*.
} *For failure to run trains sufficient to accommodate the public.*

Filed March 2, 1883.

ALBIA, MONROE COUNTY, IOWA, March 1, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

We, the undersigned citizens of Albia, Iowa, would respectfully represent that in the years of 1866 and 1870 we gave to the Iowa Central Railroad Company an amount of over *one hundred thousand dollars* in aid of the construction of said line of railroad, in full faith that said railroad company would "*equip, maintain, and operate*" the road in accordance with the charter granted by the State.

We would further represent that for several years said railroad company has not run a mail, express or passenger car on that portion of its line between Albia and Eddyville Junction, and utterly ignores all rights or claims the people have in view of the aid given, as stated.

We would further represent that the said railroad bridge across the Des Moines river at Eddyville is believed to be in an unsafe and dangerous condition.

We would ask that said railroad company be compelled to equip, maintain and operate the road between Albia and Eddyville Junction as a part of its continuous line, and furnish suitable mail, express and passenger cars for the traveling public.

[Signed] J. H. DRAKE,
and forty-one others.

DES MOINES, March 2, 1883.

J. H. DRAKE, BEN. F. ELBERT, JOSIAH T. YOUNG, *and other citizens of Albia, Iowa:*

GENTLEMEN—I am instructed by the Board of Railroad Commissioners to acknowledge the receipt of your communication of the 1st inst., in which you set forth the fact that the citizens of Albia did donate to the Central Iowa Railway Company, during the years 1866 and 1870, over one hundred thousand dollars in aid of the construction of said line of railroad, with the belief "that said road would equip, maintain and operate the road in accordance with the charter granted by the State," "and that for several years said company has not run a mail, or express or passenger car on that portion of its line between Albia and Eddyville Junction."

The Commissioners desire to be informed if there is any business offered to the road, demanding greater facilities for mail, express or passenger traffic than are now furnished by the Central Iowa Railway Company.

As regards the bridge over the Des Moines river at Eddyville the Com-

missioners desire you to give them specific information where and in what particular it is defective. They are under the impression that it was practically rebuilt about three years ago.

By order of the Board,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, March 10, 1883.

A. R. BARNES, *Albia, Iowa:*

DEAR SIR—Yours of the 5th received. The Commissioners would prefer Thursday, March 15th, to Friday, to meet you here. To the complaint of the "citizens of Albia" the President of the Central Iowa Railway Company writes as follows:

"The Central Iowa Railway runs two through trains each way daily. Those trains have ample accommodations for all the passenger travel offered, as well as accommodation for mail and express business, meeting the approbation of the express company and of the post-office department. A careful examination of the bridge has convinced the management of the Central of its safety and the prudence of running trains over it.

Yours truly,

[Signed] ISAAC M. CATE,
President."

I shall be glad to hear from you at an early day.

Very respectfully,

E. G. MORGAN,
Secretary.

In consequence of the complainants in this case having failed to prosecute their complaint, the case was discontinued November 30, 1883.

It is understood that arrangements are being made that will carry the main through business south over this part of the road.

J. P. CURRIER, MELROSE, IOWA, *Complainant,*
vs.
CHICAGO, BULINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Delay of grain while in transit.*

Filed March 2, 1883.

MELROSE, IOWA, March 1, 1883.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—I am in the grain business, and we want about two cars of corn a week, regularly, to sell to the farmers to feed their stock. I have been trying to supply them for the last four months, but have been doing it at a great disadvantage. Some times we have to wait ten to fifteen days to get cars to put our corn in; then we have to wait from five to twenty-five days for the corn after it is loaded before it arrives here from Riverton, Hillsdale or Emerson. Now, is there no remedy for such delays? If not, I want to change my business, for I am doing it at a loss. I am disappointed in not getting the corn and of course I have to disappoint the farmers. Sometimes the company side track the grain and it will lie there

ten to fifteen days in one place, and if I write for the railroad agent to hunt it up, they will not answer me, as much as to say, it is none of my business. I have been waiting for cars now for over two weeks at Riverton to put corn in, and have been waiting ten to twelve days for two cars that I shipped from Riverton ten or twelve days ago. I will send you some expense bills which show the days the corn was shipped and the days it came in here.

Yours, etc.,

J. P. CURRIER.

The above complaint was sent to T. J. Potter, Esq., General Manager Chicago, Burlington & Quincy Railroad, which was replied to as follows:

CHICAGO, April 13, 1883.

E. G. MORGAN, ESQ., *Sec'y Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to the complaint of J. P. Currier, of Melrose, that shipments of corn to him were delayed; I have looked up the time of transit of the cars reported by him, and enclose tracers showing the following:

Car 8596 Hawthorne to Russell December 10th to 13th, 123 miles.

Car 3419 Riverton to Frederic, January 9th to 26th, 180 miles.

Car 1084 Riverton to Tyrone, February 7th to 12th, 162 miles.

As very unfavorable conditions for speedy transportation, I would call your attention to the fact that the two of these cars delayed were loaded upon a branch line; were billed for weighing at a division point on the main line, and then for delivery at an unimportant station. The following letter from our general superintendent, with attached weather reports, explains that the principal delay was on account of snow blockade and conditions over which we had no control: "You will note that both of the bad delays occurred at the time when we were having a great deal of trouble with snow. Stock, coal and perishable freight were given the preference, and in this way loads accumulated very fast at all stations, and many delays occurred which were unavoidable. For your further information in regard to the condition of the weather at the time of the delay of these cars, I hand you herewith weather reports covering the time referred to for the west and middle Iowa divisions, which shows for itself what we had to contend with at that time. We regret the delays exceedingly, but as a practical matter they were unavoidable."

I hope the above will impress the Commissioners that the elements, and not our design or negligence, was the cause of the delay.

Yours truly,

T. J. POTTER.

DECISION OF THE COMMISSIONERS.

Mr. Currier states that he is in the grain business, and to supply his customers needs regularly two car loads of corn per week; which corn he ships over the Chicago, Burlington & Quincy Railroad, from Riverton, Hillsdale, Hawthorn and Emerson. That sometimes he has to wait from ten to fifteen days for cars, and sometimes from five to twenty-five days after it is loaded before it reaches him. "That if he writes to hurry it up, the company's agents will reply that it is none of my (their) business." In proof of the general statements contained in the complaint, he sends three receipts for freight on three car loads of corn. These, the Board presume, to be among the most aggravated cases.

The first car, No. 8596, was shipped from Hawthorn to Russell, one hun-

dred and twenty-three miles. The date of the way-bill was December 5, 1882; the receipt at Russell is dated December 21st; the weight of the load, 33,400 pounds. The railway company trace the car, and show that it left Hawthorn on the 10th of December and reached Russell early in the morning of the 13th. Why, or whose fault it is, that it was not delivered to the consignor before the 21st, does not appear. Why it lay at Hawthorn after being loaded from December 5th to the 10th, is explained by the following from the weather reports of the middle division, which are: December 5th, cold and snowing; December 6th, heavy snow storm; December 7th, snowing and drifting, thermometer 12° below zero; December 8th, extremely cold; December 9th, cloudy and cold.

The second car, No. 3446, was shipped from Riverton to Frederic, one hundred and eighty miles. The date of the way-bill is January 10th; the receipt is January 27th, 1883; weight of corn, 28,200 pounds. This car reached Red Oak at 6.55 P. M. of same day, and remained there until January 14th; left on the 11.40 P. M. train and reached Creston at 12.50 P. M. of the 15th; left Creston on the evening of the 24th and reached Avery January 26th.

The weather record of the nine days the car lay at Creston is as follows: 15th, snowing; 16th, snowing; 17th, cold; 18th, heavy snow; 19th snowing and blowing, temperature, 25° below zero; 20th, 20° below; 21st, 20° below, blowing and drifting; 22d, 26° below; 23d, 15° below; 24th, calm.

The third car, No. 1084, was shipped from Riverton to Tyrone, one hundred and sixty-two miles. The date of the way-bill was February 1st; the receipt at Tyrone is dated February 13th; weight, 27,300 pounds. This car did not leave Riverton until February 7th. The report of the weather shows February 2d, snowing and blowing very hard; February 3d, snowing, blowing and sleeting; February 4th, 20° below zero; February 5th, 15° below.

The Board see no evidence of intentional delay in the cases presented, and are inclined to the opinion that there is nothing unusual under the circumstances that may not happen to local freight which was not perishable during an extremely cold and stormy winter, when the capacity of motive power is much less than at more favorable times. On certain days during this period the record shows that freight trains were abandoned.

The duty of the carrier is to receive and forward with reasonable dispatch, but this does not justify the shipper in neglecting to make provision against the contingencies of the season. We have not examined the first allegation of complainant, that he had to wait from ten to fifteen days for cars, as he gives no dates of the time of application and the time when cars were furnished. It is not our intention to require the companies to answer to charges that are not specific.

While that is the rule long since adopted, we cannot refrain from alluding to a branch of the complaint, that the answer received on application for information in regard to the status of his grain, by the agent of the company, that it was "not his business to ascertain."

The shipper has the right to know (if his goods are detained) where they

are, and why it is so. The railway company has the means, and in our judgment it is their duty to ascertain and report. While we do not wish to meddle with the complicated divisions in the management of the road, we are sure that its patrons are entitled to courtesy, and that it is the business of some one to ascertain and report within a reasonable time, and that this person should be accessible to all parties entitled to information.

Des Moines, Iowa, April 26, 1883.

GEO. L. RICH, FORT DODGE, IOWA, *Complainant,*
vs.
FORT DODGE & FT. RIDGELEY RAILROAD & TELEGRAPH AND MINNEAPOLIS & ST. LOUIS RAILWAY COMPANIES, *Respondents.*

For violation of section 5, chapter 123, laws of 1876.

Filed March 8, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned would respectfully represent that, in the year 1877, there was levied upon the taxable property of the township of Wahkonsa, Webster county, Iowa, a five per cent tax in aid of the Fort Dodge & Fort Ridgeley Railroad & Telegraph Company, a corporation organized under the laws of the State of Iowa, which said tax was levied in accordance with a vote of the electors of said township in pursuance of an election called for the said purpose in said township, in pursuance of and strictly in accordance with chapter 123 of the session laws of the State of Iowa, passed at the Sixteenth General Assembly of Iowa, A. D. 1876, and which said tax so voted was duly and legally certified by the trustees of said township under said law. That the several named persons whose names appear in Exhibit "A," hereto annexed, were taxpayers in said township for said year, and paid unto the treasurer of said county, the several amounts opposite their names, which said amounts were the proper and legitimate sums levied against their respective properties in aid of said corporation. That each and every one of said persons took receipts therefor from the treasurer of said county and afterward, on presentation of said receipts, obtained from the said treasurer, certificates therefor. That each one of said persons obtained a certificate for an amount corresponding with the sum set opposite their names in said Exhibit "A," and which said certificates, and each and every one of them, have been regularly and properly assigned and transferred to the undersigned, who now holds, owns and controls the same. That each of said certificates are in conformity with Exhibit "B," hereto annexed, and the assignment also, differing only in date, name and amount. That the said corporation has received the taxes and amounts specified in said Exhibit "A." That since the issuing of the said certificates, the same have been duly presented to J. E. Gaskell, the secretary of said corporation, and Isaac Garmoe, the treasurer of said corporation, by the undersigned, who was at the time of said presentation, and now is, the holder of the legal title thereto, for the purpose of procuring the issue of stock therefor, as provided in said law, and demanded of the officers of said corporation, and the said corporation, that they should issue their stock under and as provided by said law, in an amount or amounts sufficient to cover and take up the said certificates. That the said officers refused to comply with the said demand, and refused to recognize said certificates or to issue stock of said corporation, and still refuses so to do.

Wherefore, the undersigned solicits such relief at your hands as against said corporation as, under said law, he is entitled. Witness my hand hereto this 5th day of March, 1883.

STATE OF IOWA, } ss.
WEBSTER COUNTY. }

I, G. L. Rich, being duly sworn, depose and say that I have read the above and foregoing petition, and am acquainted with the contents, and that the allegations therein are true, as I verily believe.

[Signed] GEORGE L. RICH.

Sworn to before me, and subscribed in my presence by the said G. L. Rich, March 5th, 1883.

[NOTARIAL SEAL.] LEON VINCENT,
Notary Public.

[Here was attached a list of the above mentioned certificates, with the following certificate attached.]

The above is a list of certificates handed to me by Geo. L. Rich, for examination, etc., and have been compared by me with the records of Webster county, Iowa, and I find them all correct. The amounts stated in each certificate have been paid to the treasurer of Webster county, Iowa, for taxes assessed on real and personal property in aid of the Fort Dodge & Fort Ridgeley Railroad & Telegraph Company, and the several amounts have been paid to the treasurer of said railroad and telegraph company by the treasurer of said county. The taxes were paid to said county the day and year written on said certificates.

[Signed] JOHN W. CAMPBELL,
Treasurer of Webster county, Iowa.

Fort Dodge, January 8, 1882.

DES MOINES, IOWA, March 9, 1883.

E. RYDER, *General Superintendent Minneapolis & St. Louis Railway, Minneapolis, Minnesota:*

DEAR SIR—By a general order of the Board I submit to you the original papers in the complaint of George L. Rich, of Fort Dodge, in which he charges a violation of section 5, chapter 123, acts of the Sixteenth General Assembly, against the Fort Dodge & Fort Ridgely Railroad and Telegraph Company, and the Minneapolis & St. Louis Railway Company, with the request that you forward to the Board at an early day such answer as you may wish to make, and also return the papers in the complaint.

Respectfully,

E. G. MORGAN,
Secretary.

MINNEAPOLIS, MINN., March 21, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners State of Iowa, Des Moines:*

DEAR SIR—In the matter of the complaint of George L. Rich, Fort Dodge, Iowa, against the Ft. Dodge & Ft. Ridgely Railroad and Telegraph Company, and the Minneapolis & St. Louis Railway Company, for a violation of section 5, chapter 123, laws of the Sixteenth General Assembly of the State of Iowa, the Minneapolis & St. Louis Railway Company, answering such complaint, says:

First—That the Honorable Railroad Commissioners have no jurisdiction to entertain the subject matter of said complaint, in that the complaint does not set forth any violation of any law of the State of Iowa by the Minneapolis & St. Louis Railway Company.

Second—The complaint does not show that the Minneapolis & St. Louis Railway Company is under any obligation to issue the alleged stock claimed by George L. Rich.

Third—The claim of George L. Rich (if any he has) is against the Ft. Dodge & Ft. Ridgeley

Railroad and Telegraph Company, and not against the Minneapolis & St. Louis Railway Company. By the articles of consolidation, under which the two companies were united, the holders of stock in the Fort Dodge & Fort Ridgely Railroad and Telegraph Company are entitled to exchange the stock of that company for the common stock of the new company, but no stock was presented to the Minneapolis & St. Louis Railway Company for exchange. So far as the Fort Dodge & Fort Ridgeley Railroad and Telegraph Company is concerned, the defendant is not authorized to represent it in this proceeding, and does not represent it, but suggests that the claim of Mr. Rich against that company is invalid and unfounded: First, because a large amount of the certificates for which stock is claimed consists of interest and penalties for which he is not entitled to stock under the law. Further, the application to issue the stock matured when the tax was paid, and the tax-payer was then entitled to his certificate from the county treasurer. That was a personal obligation which rested upon the treasurer who received the taxes, and no certificate from any subsequent treasurer, issued one, two, three or four years after the payment of the tax, would form a sufficient basis upon which to issue stock. In other words, when the party paid the tax, if he then neglected to receive his certificate, and let the matter run along until the officer who received the tax died, or went out of office, he waived his right to the only certificate which could form the basis upon which to issue the stock. In addition, the certificate was not sufficient in form, for that the property upon which the tax is paid is not specified or described in the certificate. And again, it does not show that the party paying the tax was the owner of the property upon which the tax was paid.

It is suggested in behalf of the Fort Dodge & Fort Ridgeley Railroad and Telegraph Company, that the Honorable Board has no jurisdiction to entertain the complaint, for the same reasons as set up by the Minneapolis & St. Louis Railway Company.

Yours truly,

E. RYDER, *Superintendent.*

DECISION OF THE COMMISSIONERS.

Geo. L. Rich, of Fort Dodge, represents to the Commissioners that in the year 1877, there was levied upon the taxable property of Wahkonsa township, Webster county, Iowa, a tax of five per cent in aid of the Fort Dodge & Fort Ringeley Railroad and Telegraph Company, which said tax was levied in accordance with a vote of the electors of said township at an election held in pursuance of chapter 123, laws of 1876, and that said tax was duly and legally certified by the trustees of said township under the provisions of said law.

That a large number of tax-payers in said township, having paid the said tax as levied against their property, respectively became and were entitled to and did receive from the treasurer of said Webster county certificates therefor, as provided in section five of said chapter 123. That afterward, the owners of said certificates asigned, for a valuable consideration, said certificates to complainant, in accordance with the provisions of said section five, and that as such assignee of said certificates he became and was entitled to receive on presentation thereof to the proper officers of said Fort Dodge & Fort Ridgeley Railroad and Telegraph Company, stock of said company to the amount of said certificates. Complainant alleges that he presented said certificates, in such sums and in such manner as is provided by law, to the secretary and treasurer of said company, who refused to issue him shares of stock to cover the same, as required by law.

This refusal by said railroad company to issue him shares of stock for his

said certificates complainant charges to be a failure to comply with the provisions of section five, chapter 123, laws of 1876, and calls the attention of the Commissioners thereto.

The Minneapolis & St. Louis Railway Company, the lessee of the Ft. D. & Ft. R. R. R. and T. Co., answers the complaint of Mr. Rich, and denies—

1st, The jurisdiction of the Commissioners to entertain the subject matter of said complaint, on the ground that it does not set forth any violation of law by the M. & St. L. R'y Co.

2d, That the complaint does not show that the M. & St. L. R'y Co. is under any obligation to issue the stock claimed by complainant; and,

3d, That the claim of Geo. L. Rich is against the Ft. D. & Ft. R. R. R. & T. Co. and not against the M. & St. L. R'y Co. It is conceded in this connection, however, by Superintendent Ryder, who answers on behalf of the M. & St. L. R'y Co., that, "by the articles of consolidation under which the two companies were united, the holders of stock in the Ft. D. & Ft. R. R. R. & T. Co. are entitled to exchange the stock of that company for the common stock of the new company, but no stock was presented to the M. & St. L. R'y Co. for exchange."

Superintendent Ryder then excuses the original company for not issuing stock to complainant by saying that "so far as the Ft. D. & Ft. R. R. R. & T. Co. is concerned, the defendant is not authorized to represent it in this proceeding, and does not represent it, but suggests that claim of Mr. Rich against that company is invalid and unfounded; 1st, because a large amount of the certificates for which stock is claimed consists of penalties and interest, * * * * * and that the application to issue the stock matured when the tax was paid, and the tax-payer was then entitled to his certificate from the county treasurer. That was a personal obligation which rested upon the treasurer who received the taxes, and no certificate from any subsequent treasurer, issued one, two, three or four years after the payment of the taxes, would form a sufficient basis upon which to issue stock."

We will consider the points of defense in an inverse order. These suggestions, which may be fairly taken as the answer of the Ft. D. & Ft. R. R. R. & T. Co. as to why it refuses to issue stock to complainant upon his certificates, are not sufficient. Section five of said chapter 123 provides that "it shall be the duty of the county treasurer when so required, in addition to a tax receipt, to issue to each tax-payer, on his payment of taxes, * * * * a certificate showing the amount of tax paid by him in aid of said railroad company, and when the same was paid." By the same section these certificates are made assignable. These certificates are regular upon their face, and show that the tax-payer paid so many dollars taxes "voted in aid of the Ft. D. & Ft. R. R. R. & T. Co.," and state the date of said payment. It is immaterial as to the name of county treasurer who signed the certificate, as the issuance of such certificate is an official "duty of the county treasurer."

The charge of this complainant is against the Ft. D. & Ft. R. R. R. & T. Co., and consequently the question of jurisdiction raised by respondent is

not involved. Notice of the complaint was served on the M. & St. L. R'y Co., as the lessee and legal representative of the Ft. D. & Ft. R. R. R. & Tel. Co., as shown by its report to this Board for the year 1880. The answer of the Superintendent of the M. & St. L. R'y is held to be the answer of the Ft. D. & Ft. R. R. R. & T. Co. On this issue the Commissioners are clearly of the opinion that the Ft. D. & Ft. R. R. R. & T. Co. is legally bound to issue stock of its company to complainant in an amount sufficient to cover his certificates, and that a refusal of said company to do so is a failure to comply with the laws of the State.

The Commissioners therefore recommend to the Ft. D. & Ft. R. R. R. & T. Co. that it issue the stock of said company to George L. Rich, the complainant herein, in such amounts as to cover his said certificates.

Des Moines, Iowa, May 11, 1883.

FORT DODGE, IOWA, August 1, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In accordance with the decision of your Board of Railroad Commissioners, sent by express the first day of June the $3,000 certificates to James Gaskell, Secretary Minneapolis & St. Louis Railway Company, and requested them to issue Fort Dodge & Ft. Ridgeley Railroad and Telegraph Company stock for the same. Not receiving any reply, I wrote him again on the 23d of July. I have not received the stock nor any reply to either letter.

Can your Board give me any explanation or take any action in this matter?

Yours,

GEO. L. RICH.

DES MOINES, IOWA, August 8, 1883.

W. H. TRUESDALE, ESQ., *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minn.*

DEAR SIR—A letter of which the following is a copy, has been received at this office.

[Here was inserted a copy of Mr. Rich's letter, as above.]

On the 11th of May, 1883, the Board of Railroad Commissioners found that under the provisions of section 5, chapter 123, laws of 1876, Mr. Rich having paid $3,000 was entitled to thirty shares of stock, of $100 each, in the Fort Dodge & Fort Ridgeley Railroad and Telegraph Company, he having returned that many certificates of the treasurer of Webster county, to said company or its assigns, of taxes paid to the company, as required by the statute above referred to.

The Commissioners wish to know whether your company will comply with the provisions of the statute and issue the stock. A positive answer is requested.

By order of the Board.

E. G. MORGAN,
Secretary

DES MOINES, September 8, 1883.

R. R. CABLE, *President Minneapolis & St. Louis Railway Company, Chicago, Illinois.*

DEAR SIR—On the 8th of August the Commissioners addressed W. H. Truesdale, Vice-President of the Minneapolis & St. Louis Railway Company, a letter, a copy of which I enclose herewith. A month having passed and Mr. Truesdale not even having as much as acknowledged the receipt of the letter, I am directed by the Commissioners to forward you a copy, and request that you give the matter your personal attention and reply to their letter of August 8th. There seems to be, on the part of the management of this road, a disposition to ignore the Commissioners and their recommendations. This is not recent, but extends back over a period of more than two years. The Board had hoped that the change of management would remedy this disposition, as it is clearly for the interest of all parties to do so.

Please ascertain whether it is the intention to comply with the provisions of the law in this case, and have the proper parties so notify the Board as soon as practicable.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, Sept. 10, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I have yours of September 8th, inclosing copy of letter to Mr. Truesdale, Vice President Minneapolis & St. Louis Railway. I will investigate the matter and see that you have a reply at an early date.

Yours truly,

R. R. CABLE.

MINNEAPOLIS, Sept. 11, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Your favor of the 8th, instant, to Mr. Cable, inclosing copy of former letter written to me, has been referred to me for attention and reply. When I received your letter of August 8th, I immediately took up the matter about which it pertained, with our General Solicitor, Judge Springer, requesting him to make you reply. He is away at present, and I am somewhat surprised to know that he did not do so. I will only say that if in this or any other matter you have seen a disposition on our part to ignore your Honorable Body, I assure you you have misjudged us; such is farthest from our intention.

Judge Springer, who is very familiar with the matter of issuing stock in lieu of tax certificates in certain counties in Iowa, advises me that heretofore this matter has been done in a very informal and irregular manner, and that he feels it due our company that before we issue any more stock therefor that we go over the matter carefully and prepare a full schedule of tax certificates issued in the different counties and the capital stock issued in lieu thereof. He states to me that from his knowledge of the manner in which these various certificates have been issued in the past, there is no means of checking them to see whether duplicate tax certificates have been issued or not.

Immediately upon his return I will take the matter up and have a representative of the company go to the different counties and make the schedule referred to above, and put the thing in such shape as that we may comply with the requirements of the law, and at the

same time make ourselves safe and secure in the premises. Trusting this will be satisfactory, I remain,

Yours very respectfully,

W. H. TRUESDALE,
Vice President.

DES MOINES, IOWA, September 18, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota.*

DEAR SIR—Your letter of September 11th received and contents noted. The Commissioners are pleased to learn that they were mistaken as to the disposition on the part of your company to ignore the plain requirements of the law.

The certificates were presented to Mr. J. E. Gaskell and Isaac Garmoe, Secretary and Treasurer of the Fort Dodge & Fort Ridgeley Railroad & Telegraph Company, who refused to issue the stock of the company therefor before complaint was made to this Board.

Afterward, on the 9th day of March, 1883, a list of the certificates sworn to by George L. Rich was sent Mr. E. Ryder, General Superintendent of your company, with the following certificate attached: "The above is a list of certificates handed me by George L. Rich for examination, etc., and have been compared by me with the records of Webster county, Iowa, and I find them all correct. The amount stated in each certificate has been paid to the treasurer of Webster county, Iowa, for taxes assessed on real estate and personal property in aid of the Ft. D. & Ft. R. R. R. & T. Co., and the several amounts have been paid to the treasurer of said railroad and telegraph company by the treasurer of said county. The taxes were paid to said county the day and year written on said certificates.

[Signed] JOHN W. CAMPBELL,
Treasurer Webster county, Iowa."

Fort Dodge, Iowa, January 8, 1882.

On March 21, 1883, Mr. Ryder makes very full answer. After due consideration, on May 11th the Commissioners decided the case, and closed the decision with a recommendation that the Ft. Dodge & Ft. Ridgeley Railroad & Telegraph Company issue the stock of said company to George L. Rich, the complainant herein, in such amounts as to cover his certificates. On the first day of June, Mr. Rich, under instructions of the Commissioners, sent $3,000 of certificates to James Gaskell, Secretary, and requested him to issue the stock, to which no reply was made. Again, on the 23d, he wrote and received no reply. On the 8th of August the Commissioners wrote you, and asked directly whether your company would comply with the provisions of the statute and issue the stock. They requested a positive answer, which has never been received. Will you please inform the Board whether you will issue the stock, and when. Mr. Springer, between March 21st and the present time, could have detected any irregularity in the certificates if he had given the matter attention. The Board were reluctantly led to the conclusion that the intention was to keep the matter in abeyance until all par-

ties were tired out, and escape by the statute of limitations. In this they are pleased to learn they were mistaken.

If you wish to refuse absolutely, please say so, and give Mr. Rich an opportunity to seek his remedy at law, if he so desires, and the Commissioners, as required by law, to report your refusal to comply with their recommendation to the General Assembly.

Respectfully,

E. G. MORGAN,
Secretary.

MINNEAPOLIS, MINNESOTA, September 27, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa:*

DEAR SIR—Your favor of the 18th inst., relative to this company issuing certificates of stock in lieu of tax certificates in certain counties in Iowa, duly to hand, and contents fully noted. In reply would say that I do not know but that your criticisms on us so far, as relates to our delay in determining what we shall do in this matter, are quite just. I wish only to say in my own behalf that until your letter of August 8th was received however, the matter had not been called to my attention.

Mr. Springer tells me that he saw Mr. Rich, the gentleman who presented this matter to your Board, some weeks ago and told him that we would like to the middle or last of October to look up these matters and get them in shape; and Mr. Rich expressed himself as satisfied with that.

We this week start out a man to go through the records in the counties, and trust to soon have them in shape to decide upon what we will do. It is not our desire to shirk this question, nor even to delay it beyond an unreasonable time, but we propose to deal with it on a fair and reasonable basis.

Yours truly,

W. H. TRUESDALE,
Vice-President.

DES MOINES, IOWA, September 29, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota:*

DEAR SIR.—Your letter of the 27th just received. The Commissioners are gratified at the assurance therein expressed that no unavoidable delay will prevent some conclusion being announced by your company, as to what they will do with reference to the issuing of stock, as provided in chapter 123, acts of the Sixteenth General Assembly of the State of Iowa. Mr. Rich is not the only party who is waiting for his stock. The Commissioners are desirous of doing their duty in this matter—nothing more; and although this is not always pleasant, they do not therefore shrink from it.

The tax was voted in the year 1877, and mainly paid in 1878, since which time the company have had the use of the avails of it. It does not seem that the Board, when they ask your company in 1883 whether you will issue the stock (which was one of the considerations for voting the tax), is making any unseemly haste, or that a disposition to "deal with the case on a fair and reasonable basis," should be ruffled by their insisting upon some

answer in a given time. Please notify this office as soon as your determination is reached.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, November 9, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota:*

DEAR SIR.—The Board of Railroad Commissioners are in receipt of letters from parties holding tax certificates, issued on behalf of the Fort Dodge & Fort Ridgely Railroad & Telegraph Company, asking when they can present them to the company and have their stock issued.

In your letter of 27th September to the Board, you wrote that " we would like to the middle or last of October to look up these matters and get them in shape. * * * * We trust to soon have them in shape to decide upon what we will do." It is now the 9th of November, and the Board has not yet learned what decision has been reached by your company. Will you please inform them at your earliest convenience?

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, November 21, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minn.*

DEAR SIR.—On the 29th of September the Railroad Commissioners wrote asking when they might expect your answer whether you would issue the stock to parties entitled to it under the provisions of chapter 123, acts of the Sixteenth General Assembly. On the 9th of November they again wrote you that parties were very anxious to hear when they could present their certificates to the company and have their stock issued. To both of these letters they asked an early reply. As yet they have received none. Please inform them when they may expect an answer. The seeming effort to escape the obligations of the contract, indicated by the course you are pursuing, is making a bad state of feeling and may, in the coming legislature, work injury to others than yourselves.

Please give this matter immediate attention and advise.

Respectfully,

E. G. MORGAN,
Secretary.

MINNEAPOLIS, November 23, 1883.

E. G. MORGAN, *Secretary, etc.:*

Replying to your favor of the 9th inst., relative to the matter of issuing stock of the Fort Dodge & Fort Ridgely Railroad and Telegraph Company in lieu of certain tax certificates held by different parties, would say: that upon investigation of the matter we find that part of these certificates are in the hands of parties who have an unquestionable right to the stock of the above named road in lieu thereof, and to such parties we are ready at any time to issue such certificates of stock upon receipt of their tax certificates. There are certain other tax certificates in the hands of parties whose right to the stock is open to great doubts. This we find to be the case on an examination of the records which we have made. Any such tax certificates sent to us we will return to the parties sending them, stating the grounds on which we decline to issue the stock certificates. Trusting this will be satisfactory,

I remain, very respectfully yours,

W. H. TRUESDALE,
Vice-President M. & St. L. R'y Co.

CITIZENS OF NORTHWOOD AND WORTH COUNTY, IOWA, vs. IOWA CENTRAL RAILWAY COMPANY. } *Petition for Rehearing.*

Filed March 8, 1883.

MARSHALLTOWN, IOWA, March 7, 1883.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—We beg leave to ask that the enclosed motion for rehearing be filed, and the cause set down as requested. We sincerely believe that new light may be thrown upon the question involved, if an oral hearing be granted. And we hope, in view of our own great press of work, that three or four weeks at least may be given us for preparation; and that the convenience of the other side may also be consulted as to time.

Respectfully,

J. H. BLAIR.

Before the Honorable Board of Railroad Commissioners of the State of Iowa:

In the matter of the complaint of Eckhart & Williams, and others, on behalf of the people of Northwood and Worth county, against the Central Iowa Railway Company.

To the Honorable Board of Railroad Commissioners:

The respondent, the Central Iowa Railway Company, now comes and moves that this cause be set down for rehearing, and that the respective parties be granted the right to be heard in oral argument.

H. E. J. BOARDMAN,
J. H. BLAIR, and
A. C. DALEY,
Attorneys for Respondent.

DES MOINES, IOWA, May 2, 1883.

J. H. BLAIR, *Attorney Central Iowa Railway Company, Marshalltown, Iowa:*

DEAR SIR—The vacancy upon the Commission having been filled, the question of hearing you on your motion for rehearing heretofore filed, has been considered, and our conclusion is to hear your oral argument according to your request at the earliest possible day you may name. It is hoped that in view of the fact that you asked but one month's time in the first instance

and that nearly two months have already elapsed, that you will name as early a day as possible. You will please notify this office of the date satisfactory to you, and also the attorneys of the adverse party. The Commissioners reserve the right to revise the time.

By order of the Board.

E. G. MORGAN,
Secretary.

To this Mr. Blair replied on May 3d that his time was so taken up with other work that it would be impossible for him to argue the case before the Board until some time in July.

DES MOINES, IOWA, May 4, 1883.

J. H. BLAIR, ESQ., *Attorney Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—Your favor of the 3d received and contents noted. The Commissioners, as at present advised, have no disposition to review their decision in the Northwood case. They however regard it as one of the most important that has been before them, and as it is in some respects without precedent, they felt willing to hear anything further you might have to offer. They have no pride of opinion, and are ready to recede from their position provided the logic of the case, the law, or the decisions of courts that are authoritative lead to such conclusion. As you cannot prepare and make the oral argument in less than three months they would prefer a written argument, which you will have no difficulty in making, having the printed copy of the decision before you. For this they are willing to afford you a reasonable time.

Very respectfully,

E. G. MORGAN,
Secretary.

NORTHWOOD, IOWA, May 7, 1883.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We desire to commence action against the Central Iowa Railway Company at an early date unless they show signs of obeying your request. Therefore we should be pleased to receive your decision on rehearing as soon as convenient.

Very respectfully yours,
GEO. F. WATTSON,
Chairman of Committee.

DES MOINES, IOWA, May 11, 1883.

GEO. F. WATTSON, ESQ., *Chairman of Committee, Northwood, Iowa:*

DEAR SIR—In reply to yours of the seventh, the Board instruct me to say that they are waiting for an answer from the Central Iowa Railway Company, and as soon as that is received they will take the matter up at once.

Very respectfully,

E. G. MORGAN,
Secretary.

On the twenty-fifth of May the Board wrote Mr. Blair asking him if he designed to reargue the Northwood case, and he replied that he thought he would be ready to submit what he had to offer in writing before July fourth.

MARSHALLTOWN, IOWA, July 2, 1883.

To the Honorable, the Railroad Commissioners of Iowa:

GENTLEMEN—We regret exceedingly to have to announce that the time of all in our office has been so occupied since it was announced by us that before the fourth of July we would endeavor to submit in writing an argument upon rehearing of the Northwood case, that it will be impossible for us to have the argument ready at that time. We hope to be able during the week beginning July 8th, to have time to give you our views, however.

Very respectfully,

J. H. BLAIR.

On the fourteenth the following argument was received:

CITIZENS OF NORTHWOOD AND WORTH COUNTY, Complainants,
vs.
THE CENTRAL IOWA RAILWAY COMPANY, Respondents.
} Abandonment of road.

Argument of respondent upon rehearing.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

In presenting what we shall say at this rehearing, we start with the statement in the opinion of the Commissioners, found on page 472 of their report for 1882, that "the voluntary lease made by respondent is the only one (question) with which we have to deal," for this is exactly the question.

On the same page the Commissioners propound three questions:

1. Was the Central Railroad Company of Iowa legally bound by its charter articles and statutory obligations to operate its road as constructed?

2. Is the Central Iowa Railway Company, the respondent, likewise liable to operate the road?

3. If so liable, can respondent lease or alienate any portion of its road or property necessary to the discharge of its corporate obligations.

The first of the three questions as it reads, without any limit or qualification, may be answered, No! it is not legally bound to operate its road, if it be meant by the question to inquire whether the company was bound to keep possession without lease or sale, and operate it by itself and its own officers, agent and employes.

And the same answer may be given to the second of these questions.

The third question begs a conclusion which we do not allow. The words "necessary to the discharge of its corporate obligations," leads to the inquiry, what are its corporate obligations, and when this is answered the case is closed. This question, as a whole, as much as concludes the case against the respondent, for it asks, "Can respondent lease or alienate any portion of its road or property which it is bound not to lease, but is bound to keep in order that it may discharge its corporate obligations?" In other words, it says that the respondent cannot discharge its corporate obligations if it shall lease or alienate any portion of its road or property. No one can read this question without seeing that the Commissioners have closed the case against the respondent by the very terms of the question itself. But the Commissioners evidently did not so intend. If we turn to the Code of Iowa, from which all Iowa corporations get their power, we shall see what powers they have.

And while section 1058 impliedly says that persons associated and incorporated may have all the powers and privileges possessed by natural persons, paragraph 6, of section 1059, expressly says, that among the powers of a body corporate, is the power "to make contracts, acquire and transfer property, possessing the same powers in such respects as private indi-

viduals now enjoy"! which is to say, the powers in such respects as private individuals now enjoy with respect to their own private property.

Now, most folks would think that, in connection with section 1300 of the Code, viz: "SEC. 1300. Any such corporation may sell or lease its railway property and franchises to, or may make joint running arrangements with, any corporation owning or operating any connecting railway, and the corporation operating the railway of another, shall, in all respects, be liable in the same manner and extent as though such railway belonged to it, subject to the laws of this State." This settled the controversy in our favor. We think so.

In this connection we copy the seventh paragraph of the lease, viz: "VII. Should the second party fail to pay all taxes upon said leased premises within three months after due, or should said party fail for thirty days to keep the property in reasonable repair, and operate the same, or should said party fail for thirty days to pay, in full, the prescribed rent, then, at any time thereafter, at the option of first party, it may declare this lease void thenceforward, and at an end—may take immediate possession, and collect arrears and damages for failure of second party.

Turning again to paragraph 6, of section 1059, let us inquire what powers a private individual, and consequently under this section, a corporation does enjoy over his and its own property, including the right to "acquire and transfer."

What is property? Take a railroad: It is property because the corporation or private person owning it has *dominion* over it, legitimate dominion. You separate that dominion without transferring that dominion to somebody else, and it ceases to be property; it is a thing only, having no relation to anything else, except in the natural order that the iron rails and ties are things that may have relation to the material out of which it is made. It is impossible to conceive of the idea of *property*, without you conceive in the same moment of time, and inseparable from it, the idea of some being (person or corporation) we recognize as existing in this world (either natural or artificial) which has *dominion* over it. That is all there is in property.

Now, this railroad was our property, and we are as unlimited in our dominion over it as a private person is unlimited over any private property he has possession of and owns. We have done nothing with it nor attempted to do anything with it which the Code does not permit, unless we have some lesser dominion over it than a private person has over his own private property.

The Commissioners have quoted from Chancellor Zabriskie, in the case of *Black vs. The D. & R. Canal Company*, 22 N. J. (Equity), 130, and we shall content ourselves by calling the attention of the Commissioners to the full report of that case, as it bears us out fully in the position we have taken. The case is very lengthy, beginning on page 130 and ending on page 430—three hundred pages.

The opinion of the Chancellor begins on page 393, and we beg to ask the Commissioners, and all of them, to read the whole case. It is full of meat and marrow.

But the Commissioners seem to be "strict constructionists," and although the Code, section 1059, says that a body corporate may "make contracts, acquire and transfer property, possessing the same powers in such respects as private individuals now enjoy," and section 1300 says "such corporation may sell or lease its railway property and franchise to * * any corporation owning or operating any connecting railway." * * * * Yet they say that while these sections give us the power to sell or lease the whole of our road, they do empower us to lease a part of it.

Mr. Chief Justice Marshall, in giving the opinion of the United States Supreme Court, in the year 1824, in the celebrated case of *Gibbons vs. Ogden*, 9 Wheaton, 1, which involved an interpretation of a provision of the Constitution, uses language applicable, in our judgment, to the interprepation of these sections 1059 and 1300. He says, speaking of the Constitution:

"This instrument contains an enumeration of powers expressly granted by the people to their government. It has been said that these powers ought to construed strictly. But why ought they to be so construed? Is there one sentence in the constitution which gives countenance to this rule? * * * Nor is there one sentence in the constitution which has been pointed out * * * or which we have been able to discern that prescribes this

rule. We do not therefore think ourselves justified in adopting it. What do gentlemen mean by a strict construction? If they contend only against that enlarged construction which would extend words beyond their natural and obvious import, we might question the application of the term, but should not controvert the principle. If they contend for that narrow construction, which, in support of some theory not to be found in the constitution, would deny to the government those powers which the words of the grant as usually understood, import, and which are consistent with the general views and objects of the instrument; for that narrow construction which would cripple the government and render it unequal to the objects for which it is declared to be instituted and to which the powers given, as fairly understood, render it competent, then we cannot perceive the propriety of this strict construction, nor adopt it as the rule by which the constitution is to be expounded. As men whose intentions require no concealment, generally employ the words which most directly and aptly express the ideas they intend to convey, the enlightened patriots who framed our constitution, and the people who adopted it, must be understood to have employed words in their natural sense, and to have intended what they have said. If, from the imperfection of human language, there should be serious doubts respecting the extent of any given power, it is a well settled rule that the objects for which it was given, especially when those objects are expressed in the instrument itself should have great influence in the construction. We know of no reason for excluding this rule from the present case." (See pp. 187 and 188 of the opinion in the case, 9 Wheat).

And we know of no reason for excluding this rule from the interpretation of section 1059, paragraph 6, of the Code of Iowa; nor from the interpretation of section 1300.

We think the Commissioners have put too narrow a construction upon these sections, not intended nor contemplated by the legislature and one which the common sense of men generally and the courts will not sustain nor justify.

We most respectfully, therefore, ask the Commissioners to review and reconsider their advise in this behalf and place themselves upon the record as in accord with the letter as well as the true spirit and intent of the law in the premises.

Respectfully,

J. H. BLAIR,
Attorney for the Railway

DES MOINES, IOWA, July 25, 1883.

J. H. BLAIR, ESQ., *Attorney Central Iowa Railway Company, Marshalltown, Iowa.*

DEAR SIR—Having had your petition and argement for a rehearing in the case of the "Citizens of Northwood against the Central Iowa Railway Company" under consideration, the Board see no reason for changing or modifying their former decision. The rehearing is therefore denied, and the former decision adhered to.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 25, 1883.

GEO. F. WATTSON, *Northwood, Iowa.*

DEAR SIR—In the matter of the Central Iowa Railway Company against the Citizens of Northwood, et. al., on a motion for rehearing, at a full meeting of the Board held to-day at their office in Des Moines, "the rehearing was denied and the former decision adhered to."

By order of the Board.

E. G. MORGAN,
Secretary.

GRONEWEG & SCHOENTGEN, COUNCIL BLUFFS, IOWA, *Complainants*,
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, *Respondent*.
} *Overcharges.*

Filed March 23, 1883.

COUNCIL BLUFFS, IOWA, March 21, 1883.

Board Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—In the case of Groneweg & Schoentgen against the Kansas City, St. Joseph & Council Bluffs Railroad Company, in which we claimed that said railroad does not abide by the Granger Freight Tariff, on a distance of fifty miles, Council Bluffs to Hamburg, but charges such rates as they deem fit, the Commission ruled that we were right and ordered the railroad company to refund the overcharge to consignee, J. J. Hoeppner, which the company did, as we understand.

A few days ago we made another shipment, and here is the old thing again and the same old unjust rates. Now, gentlemen, it is impossible to ship goods over that road unless said railroad company does like the other companies of the same class, and charges legal rates.

We inclose the receipted expense bill, and it shows again an overcharge of $2.95 on one bill and $1.10 on the other, making a total overcharge of $4.05. If the Board has any power to remedy this great wrong, we would be pleased to hear from you.

Very respectfully,

GRONEWEG & SCHOENTGEN.

The following freight bills were inclosed:

HAMBURG, IOWA, March 15, 1883.

J. J. HOEPPNER, To K. C., ST. J. & C. B. R. R., DR.:

Date of way bill, March 5. No. 185. No. car, 804.

Two barrels of coal oil; weight, 800 pounds	$ 2.15
Total	$ 2.15

HAMBURG, IOWA, March 13, 1883.

J. J. HOEPPNER, To K. C., ST. J. & C. B. R. R., DR.:

Date of way bill, March 13, No. 143. No. car, 1,022, K. C.

Three butts of tobacco, one case coffee, seven cases canned goods, one case baking powder, one box codfish, one case starch, one box essence coffee; weight 680 pounds; rate, 27 cents per 100 pounds	$ 1.83
Two dozen W. bbls., one box scales, one box clothes pins, three boxes raisins, one sack prunes; weight, 300 pounds, at 32 cents	.96
One barrel sugar, five boxes soap, two barrels salt, two cl. rope; weight, 1,400 pounds, at 23 cents	3.22
One box noodles, one dozen B. baskets, one half dozen barrel covers, one R'k W. bowls, two and one half dozen pails, three R'ks B. plates, two dozen M baskets; weight, 305 pounds, at 36 cents	1.22
Two boxes merchandise; weight, 85 pounds, at 72 cents	.60
One half dozen churns, one half dozen churn handles, weight, 36 pounds, at 36 cents	.13
Total	$ 7.96

This complaint was sent J. F. Barnard, Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, who replied as follows:

ST. JOSEPH, MO., March 26, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I beg to acknowledge receipt of your letter of the twenty-third instant, with enclosures, which latter I return herewith.

With regard to the suggestion made that in former case referred to you by the same parties, the Board recommend that this company should refund what was considered by them an overcharge, to Mr. J. J. Hoffner, of Hamburg, Messrs. Groneweg & Schonentgen understand that this company did so. The fact was that we offered Mr. Hoffner the money, which he declined to receive, saying he had no claim or complaint against the Kansas City, St. Joe & Council Bluffs Railroad Company. Considering the fact that the consignee, who has to pay the charges, has made no complaint, and has declined to receive money, as before intimated, in a similar case, we submit that Messrs. Groneweg & Schoentgen have no ground of complaint whatever. If the party in Hamburg can buy of them in Council Bluffs, and is content with the rates, why should not the party selling the goods be content too?

If our charges are not reasonable, they should be made so, and upon the fact being pointed out, this company will do what is right in the matter, but who is to determine what is reasonable, the consignee in this case, who has to pay the freight charges, or the shipper, who has not?

As I advised you in a former case, the business of this road has never yet yielded sufficient returns to pay any dividend to the stockholders, and up to the year 1882 was borrowing money to pay a small portion of the interest on its bonds. The year 1882 enabled the company to pay back the borrowed money, and have some surplus above operating expenses, all of which surplus was expended in improving the road, and not a cent went to the stockholders. Moreover, a full proportion of this was expended on that portion of the road in Iowa, and a large amount was put in near Hamburg in putting in an iron bridge over a slough there, and raising the track on rock, which protects the people of Hamburg from damages by overflow of the Nishna river high water.

Last autumn I submitted to yourself and General Wilson, a memoranda showing large amount of money expended by this company in resisting the encroachments of the Missouri river, and recovering from the effects of the flood of 1881.

Taking all the circumstances into account, the question is, are our charges reasonable, or are they not? The local traffic on this road between points in Iowa is, and always has been, very light. The towns in the Missouri bottoms, with the exception of Hamburg, which stretches to the bluffs, have hardly, if at all, increased in size for years past, nor are they likely to increase, owing to their location. Under such circumstances, is it reasonable that this company should carry freight in small amounts with the same initial and terminal expenses, at same rates as other roads carry it, who are not subject to the same conditions, whose towns are growing, and business is very much larger, and who are surrounded by more favorable circumstances. Such roads can hardly be taken, we think, as a standard in our case.

The larger consignment in this case, as shown by the expense bills, is composed of a large number of small items of various classifications, and upon which the chances of loss and damage are much greater than in the same tonnage of heavier goods of one class; the terminal expenses of handling and of clerical work, are much greater in such case than they would be for the same amount of tonnage of one kind and class of freight.

I know not what special reason Messrs. Groneweg & Schoentgen have to make these complaints, they being the only party who has lodged such. I think their action unjustifiable, but respectfully submit that we are willing to abide by the judgment of your Board in this case. If there were reason to believe that this company could, by reduction of rates between local stations, thereby increase its net earnings, I should be most happy to make such reduction.

The capital stock of this company at the present time, after various reductions in amount by consolidations, and putting of second mortgages, afterward converted into income bonds, into stock, stands at $5,284,656.71; upon which, as I have before said, no dividend has ever yet been paid, and the money has been a good many years in the road. All the company's net money, over and above that necessary to meet interest on its first mortgage bonds, has been put into steel rails, iron bridges, rolling stock, power, etc., from which the public have derived greater benefit than this company. The company will hope, by getting its road into better condition in all respects and with increased business, eventually to pay some dividends to its stockholders; in the meantime, however, the only benefit it derives is a closer approximation to economical operation year by year, the public receiving the advantages of a better and safer road and increased facilities for travel or movement of merchandise.

I respectfully submit that Messrs. Groneweg & Schoentgen have not, in the opinion of this company, been charged unreasonable rates, and offer as support of the opinion the facts that the consignee declined to receive any rebate on a former occasion which we offered him, in accordance with the expressed views of your Board.

Yours truly,

J. F. BARNARD,
General Superintendent.

DES MOINES, IOWA, March 29, 1883.

C. E. PERKINS, *President Chicago, Burlington & Quincy Railroad Company, Burlington, Iowa:*

DEAR SIR—I hand you herewith the original papers in the complaint of Messrs. Groeneweg & Schoentgen, of Council Bluffs, and the reply of Mr. Barnard, Superintendent, thereto. Technically these gentlemen have no ground for complaint in this case, as they do not pay the charges. The question, however, for the Board to determine is, are the charges for this fifty miles transportation reasonable; if so, why should they be so much higher than other roads?

As you intimated your company had an interest in this road, when you called at the office after the adjustment of the former case, the Board direct me to send you these papers for examination and any elaboration you may choose to give the case.

Very respectfully,

E. G. MORGAN,
Secretary.

BURLINGTON, IOWA, May 5, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—I returned from the East, where I have been for some six weeks, yesterday, finding here yours of March 29th, with enclosures, as stated. This morning I have yours of May 4th, calling my attention to that of the 29th, for all of which I thank you. As I represent a large interest in the Kansas City, St. Joseph & Council Bluffs road, I am very glad to have an opportunity to be heard. It seems to me that, as the complaint in this case is not by the party who, if any one, has been injured, it might be thrown out on that ground. Mr. Barnard, in his communication of March 26th, states that when he offered to return the money, under a former decision of the Board in a similar case, the party at Hamburg declined to receive it. I should hope, therefore, that the Commission would return the complaint to Messrs. Groenweg & Schoentgen, and decline to act upon it. If, however, the Commission shall decide not to take this course, but to consider the case on its merits, I shall

advise Mr. Barnard to make a more extended statement of his views, as regards the reasonableness of the charge made.

The question of what constitutes a reasonable charge for transportation by rail is one to which, I think, no general answer can be given; each particular case must stand by itself. A reasonable rate would seem to be a rate for which good reasons can be given. The Kansas City, St. Joseph & Council Bluffs Railroad Company, as Mr. Barnard shows, has never been able to earn anything for its stockholders, and not always enough to pay the interest on its debts. I do not say, and I do not think, that this fact, of itself, constitutes any argument for or against the reasonableness of the charge made in the case under discussion. All it amounts to is, to show, in a general way, that the owners of the property are certainly not receiving any unreasonable return upon their investment; so that we may eliminate entirely from the discussion one feature of the railroad question, to which some persons attach importance, although I myself do not.

If the rates charged in this instance were unreasonable, it must be shown, not by a comparison with rates charged by other roads, or under other circumstances and conditions, but by proving that they interfere with the transaction of a commerce which it is for the interest of the public to have carried on. The purchaser of these goods, to whom they were shipped from Council Bluffs, has the choice of several markets; he may buy in Chicago, or in Burlington, or in St. Joseph, or Kansas City, or St. Louis, or Council Bluffs. He makes no complaint; he is, apparently, satisfied with the charges that are made. It is to be supposed that he is able to conduct his business in a manner satisfactory to himself, and to compete fairly with those in the same business who are similarly situated. But, even if the complaint had come from the consignee, and he should assert that the rates charged between Council Bluffs and Hamburg are higher in proportion than the rates charged between Kansas City, or St. Joseph, or Chicago, and Hamburg, I should, nevertheless, still say that that is no evidence that the charge made is an unreasonable one. It might even be shown that if the rate between Council Bluffs and Hamburg were considerably reduced, there would be an increase of business; but it is not at all probable that the total business of Hamburg would be thereby increased; and any increase between Council Bluffs and that point would mean, probably, a decrease somewhere else, perhaps in the amount of business from Kansas City or St. Joseph. The business of Hamburg is limited; it supplies a surrounding region small in extent; and no reduction in rates would materially increase the amount of business done, while the revenues of the company would be directly affected. These revenues would not only be affected, as regards the business of Hamburg, but, inasmuch as all the other towns on the line of that road would ask for similar reductions, and would, I suppose, get them if Hamburg did, it is easy to see that the income of the company would be very seriously affected. At all events, this is the view which is taken by those who own the property; and they would not be willing to make a general reduction of rates, on the theory that they would more than make it up by an increase of business, unless those who think that such a course would be a wise one would be willing to guarantee that it should not result disastrously to the company.

As Hamburg is a competing point, it might be argued that rates between Council Bluffs and that place could be properly enough reduced without affecting the rates to local stations on the line of the Council Bluffs road thus bringing in business to that company, to the loss of its competitor, the line between Hamburg and Chicago. But it is necessary in considering this argument, to remember that the Kansas City, St. Joseph & Council Bluffs road is largely dependent on this same competitor for a direct eastern outlet and inlet, which is frequently of great benefit to it, and that, to make war on the competitor for the sake of a little increase in Hamburg business, if such would result, disturbing thereby all of the relations existing between the two, would not be a wise or a profitable policy, on the whole.

This case is important, not only because the revenues of the company may be affected by the decision, but also because it raises the question, whether there is any general measure for determining the reasonableness of railroad charges, in particular instances. The cost, in any particular case, cannot, obviously, be taken as a basis; nor does the average cost on any particular railroad constitute a basis. Average cost all over the country undoubtedly exercises a great influence in the determination of rates; but we are all familiar with a good

many railroad which have never been able to obtain what it cost them for the transportation of freight and passengers, meaning, by "cost", the actual cost of operation and maintenance, and a moderate rate of interest upon the investment.

If what I have said in this letter, and what Mr. Barnard has said, and the fact that this complaint is not made by the party who, if any one, has suffered, are not sufficient to justify the Commission in throwing the case out, or in deciding it in favor of the railroad company; I hope you will give Mr. Barnard an opportunity to be heard orally; and if my engagements will permit me to do, I should try also to be present; because I am very anxious, if possible, to have the Commission lay down such a rule on this question of the reasonableness of transportation charges, as will stand the test of time, and increasing intelligence upon this subject.

The enclosures received with yours of March 29th, are herewith returned.

Yours truly,

C. E. PERKINS.

The replies of Messrs. Barnard and Perkins were sent Messrs. Groneweg & Schoentgen, who answered as follows:

COUNCIL BLUFFS, IOWA, July 18, 1883.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of May 11, 1883, with enclosure as stated, has been duly received. We have read very carefully, the letters of President Perkins and Superintendent Barnard.

We now propose to answer the objections that they have made, to our complaint, in the order in which they have been made; and first, with reference to the charge that we are not the party who properly should make this complaint. We instituted this proceeding:

1st. In order to protect the rights of our customers, because an interference with their rights, by unjust and illegal freight taxation, directly, and immediately affects our business.

2d. In this case, we were directly authorized by Mr. J. J. Hoeppner, to make and support this complaint; and in support of this position, we refer to letter of Mr. Hoeppner herein inclosed.

3rd. We are deeply, and peculiarly interested in the prosecution of this complaint, because we here charge, and are able to prove, that the Kansas City, St. Joseph & Council Bluffs Railroad Company has, and does discriminate against the jobbers in the city of Council Bluffs, and to the advantage and in favor of the jobbers, in the cities of St. Joseph and Kansas City, Missouri. The jobbers in the two latter named cities, receive from this company, the advantage of lower rates for shipments from their respective places and covering twice the distance, from Council Bluffs to the same points.

We do not propose, nor is it necessary, to enter into a discussion with the president of this road, as to what is a reasonable charge for the transportation of freight. We rest our case upon the ground that this company charge more than the rate fixed and allowed by law. The wisdom, or the policy of this law is not now in question; nor sir, do we base our case upon the ground that the charges made in this case were unreasonable as compared with the charges made by other roads, under similar circumstances and conditions. The principal ground upon which Mr. Perkins desires to relieve his company from the charge of an unreasonable tax for the transportation of freight is, that this company has never been able to earn anything for its stockholders; and Superintendent Barnard in his letter to the secretary, recites fully, the peculiar and uncomfortable difficulties, which this road has experienced, and the money which has been expended by the company, in repairs made necessary by floods, and the encroachments of the Missouri river. We do not think this to be a defense. The mere inability upon the part of a railroad company to transport freight for the tax allowed by law, is no excuse for its violation; nor does the argument made by Mr. Perkins, that a reduction of the tariff would not increase the business of the company and a reduction would "disastrously" affect it, apply, and we will dismiss what he says in this regard with the

statement that we deplore the fact that after this company has constructed its line, it cannot now so operate it as to carry freight for the tariff fixed by law.

It is claimed by Mr. Perkins that if a reduction is made on the tariff to Hamburg, it would establish a precedent for a demand upon the part of other towns along the line of the road, and if a reduction is made to Hamburg, it could in justice be asked for the other points, and if this general reduction was made again, the income of this company would be seriously affected. If this company has asked for the transportation of freight, a greater tariff than that allowed by law, it has violated the law. Now, how can it with consistency be urged as a defense, that if it complied with the law, its revenues would be seriously affected. If it cannot transport freight for the amount allowed by law, then it should shut off its steam and should not be permitted to carry on its business upon a revenue derived from an excessive, illegal taxation.

There is nothing, either in Mr. Perkins' or Mr. Barnard's letter, outside of the arguments to which we have called your attention in this letter. The burden of their complaint is, that if we reduce the tariff our revenues would be "seriously" and "disastrously" affected. We submit that they have assigned no other reason for the violation of this law. They have not attempted to deny but what they have charged more than the tariff allowed by law, but upon the other hand impliedly admit it. Mr. Barnard in his letter says that he thinks that the charge made by us is unjustifiable, and especially so in the face or the fact that the consignee declined to receive any rebate on a former occasion which the company offered him. In answer to this we desire to say that when the company offered to refund the amount excessively collected, Mr. Hoeppner expected a refund for overcharges on all shipments to him, and which the agent of the company refused to make, and in support of this position we enclose a letter received from Mr. Hoeppner, dated at Hamburg, Iowa, on May 25, 1883.

As we have hereinbefore said, we find nothing in the letters of Mr. Perkins or Mr. Barnard answering the charges we have made, except what we have herein referred to, and until some other argument is made by the representatives of this company in support of their position of the right to charge this unreasonable rate, we have nothing more to say, and we hope that the Commission will adhere to the opinion or decision, they filed upon the nineteenth of June, 1882, and found in their report of 1882, upon page 533.

We return herewith all the papers received, enclosed in your letter of May 11th.

Respectfully,

GRONEWEG & SCHOENTGEN.

HAMBURG, IOWA, May 25, 1883.

MESSRS. GRONEWEG & SCHOENTGEN, *Council Bluffs, Iowa:*

GENTLEMEN—In answer to your inquiry why I refused the money refunded by the Kansas City, St. Jo. & Council Bluffs Railroad, I desire to say that I did so because they offered only the overcharge money on one single shipment, while I expected the overcharge on all former shipments made by you to me. I never told the agent of the company that I had no claim against the company; and, while I did not make the claim personally, I authorized you to act for me to have the company refund the overcharges on all former bills, as well as to procure for us reasonable and more just and legal freight rates in the future, as the result would prove beneficial to both you and me. I trust that you will not drop the matter now, but continue in the work you have commenced for us.

Very respectfully,

J. J. HOEPPNER.

ST. JOSEPH, July 25, 1883.

E. G. MORGAN, *Des Moines:*

Please postpone Groneweg & Schoentgen case, as it is impossible for any of us to be there. Will be glad to arrange for meeting Board in thirty days or so.

J. F. BARNARD.

DES MOINES, IOWA, July 27, 1883.

J. F. BARNARD, *General Superintendent Kansas City, St. Jo. & Council Bluffs Railroad, St. Joseph, Missouri:*

DEAR SIR—Your letter of the 26th received and contents noted. I am instructed by the Commissioners to say that your proposition to meet them at Des Moines in September, to take into consideration the matter complained of by Messrs. Groneweg & Schoentgen, meets their approval. The day and date to be fixed hereafter by you, subject to change by the Board.

Very respectfully,

E. G. MORGAN,
Secretary.

BOSTON, August 8, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—Your letter of July 20th has been forwarded to me here by Mr. Howland, with the other papers in the Groneweg & Schoentgen case.

I have read carefully the letter of that firm addressed to yourself, dated July 13th. Messrs. Groneweg & Schoentgen seem to dwell on what they assume to be a fact, namely: that the rates charged by the Kansas City, St. Joseph & Council Bluffs Railroad Company are in violation of some statute. But there is no such statute, and the question, as I understand it, which is submitted to the Railroad Commissioners is, are the rates charged by the K. C., St. J. & C. B. Co. for the transportation of merchandise between Council Bluffs and Hamburg reasonable rates?

Messrs. Groneweg & Schoentgen say in their letter of July 13th: "We do not propose, nor is it necessary, to enter into a discussion with the President of this road as to what is a reasonable charge for the transportation of freight. We rest our case on the ground that this company charge more than the rate fixed and allowed by law. The wisdom or the policy of this law is not now in question: nor, sir, do we base our case upon the ground that the charges made in this case are unreasonable, as compared with the charges made by other roads under similar circumstances and conditions." In other words, they do not dispute the reasonableness of the charge made by the railroad company.

They say, referring to Mr. Barnard's statement that the road has never been able to earn anything for the stockholders of the company, "We do not think this to be a defense. The mere inability on the part of a railroad company to transport freight for the tax allowed by law is no excuse for its violation." And again: "We deplore the fact that after this company has constructed its line it cannot now so operate it as to carry freight for the tariff fixed by law." This may seem somewhat inconsiderate of others as coming from one who is asking the greatest consideration for himself, but it admits practically all that the railroad company has claimed.

It seems to me hardly necessary to trouble you and the Railroad Commissioners with any further argument in this matter, and I am willing to submit the case on what has been said on both sides, unless it should be the wish of the Commission to hear further argument, orally or otherwise.

A volume might be written on the question, what is the measure of reasonableness in fixing railroad charges? But the Commissioners have doubtless had occasion to go over that ground many times, and they doubtless understand it better than I do.

Yours truly,

C. E. PERKINS.

COUNCIL BLUFFS, IOWA, Sept. 10, 1883.

E. G. MORGAN, *Sec'y, etc.:*

DEAR SIR—We desire herewith to dismiss our claim against the Kansas City, St. Joseph & Council Bluffs Railroad. You will be kind enough to inform all parties connected and interested in the case.

Very respectfully,

GRONEWEG & SCHOENTGEN.

T. E. MALDEN ET AL., MANSON, IOWA, *Complainants,* vs. ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.* } *Discrimination in lumber rates.*

Filed April 9, 1883.

MANSON, IOWA, March 30, 1883.

Honorable Board Railroad Commissioners:

GENTLEMEN—The Illinois Central Railroad Company has again raised the rate on lumber from Dubuque to this point, and as a large proportion of our trade to this point comes from the east of us on the road to Fort Dodge, and the I. C. R. R. Co. are giving lumber dealers a rate from Dubuque to Fort Dodge of ten cents per hundred, whereas our rates at present are fifteen and five-tenths cents per hundred, which enables the Fort Dodge dealers to undersell us at this point, in consequence of the rates being much lower at Fort Dodge than to Manson. The rate to Fort Dodge is lower to lumber dealers in consequence of the opposition of the Minneapolis & St. Louis Railway at that point. As a result of the great difference in rates, a large portion of the trade, which is legitimate territory to this point now goes to Fort Dodge, and we, the undersigned, dealers of Manson petition your Honorable Board to compel the Illinois Central Railroad Company to give us a rate from Dubuque to Manson that will enable us to compete with Fort Dodge dealers. As it now stands, we are at great loss financially by the unequal rate.

T. E. MALDEN,
WHITLEY & JACKSON.

This complaint was investigated by Commissioner Coffin, who visited Manson and Fort Dodge for that purpose. The matter was referred to J. F. Tucker, Traffic Manager Illinois Central Railroad, who replied as follows:

CHICAGO, April 18, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commission:*

DEAR SIR—Your favor of the 11th inst. to our President, with enclosure of complaint abont rates to Manson, has been referred to me. The advance in rates complained of is three-tenths cents per hundred pounds, equivalent to sixty cents per car of twenty thousand pounds. In making the new tariff we continued the old rates, but dropped the small fractions, making the car load rates less in some cases and a little more in others. Our rate from Dubuque to Manson, two hundred and ten miles, is fifteen and one half cents per hundred. This is the Commissioners' rate for the Chicago & Northwestern Railway, the Chicago, Burlington & Quincy Railroad, and other lines, having four times the volume of business that we have. Therefore we think it is very reasonable. As to the Fort Dodge rates we are, and have been for some time, making a ten cent rate by rebate. The Minneapolis & St. Louis Railway have taken the ground that Minneapolis and Dubuque rates shall be the same, and published a fourteen cent rate, the same as ours from Dubuque. This we considered not fair to Dubuque or the State of Iowa, and we did not propose to let it go by default. We asked

them to make a differential rate in accordance with the prices of lumber at both places, but they refused. At Waterloo and Cedar Falls we are allowed a difference, and we trust to have a meeting shortly with those parties, and advance the Fort Dodge rates. Manson is twenty miles from Fort Dodge. I do not think they suffer any unreasonable competition whatever from the lower rate to Fort Dodge. I will have our traveling freight agent look into this matter and see how this is, but we will be forced to advance the rates from Dubuque to Fort Dodge if our action in this case is not approved, in which event Dubuque and the State will be the chief sufferers; for it will be impossible for us to defend our junctions if we are called upon to make these sweeping reductions at other points.

I would most respectfully request that the information herein, which we are very glad to furnish the Commission, is not made public, as it only enables our neighbors to again beat us.

We are interested in the State of Iowa, while those other lines, from their situation, have their interests elsewhere.

I trust our views will meet the Commissioners' approval.

Yours truly,

J. F. TUCKER, *Traffic Manager.*

DECISION OF THE COMMISSIONERS.

Messrs. T. E. Malden and Whitley & Jackson, lumber dealers of Manson, complain that the rate on lumber from Dubuque to Fort Dodge is ten cents per hundred pounds, while that from Dubuque to Manson is fifteen and five tenths cents per hundred pounds. These towns are stations on the Illinois Central Railroad, Fort Dodge 192 miles and Manson 210 miles west of Dubuque.

As the Board understands, the complainants do not charge that the rate rate from Dubuque to Manson is excessive, but that the rate from Dubuque to Fort Dodge is so low that it diverts a large part of the business of Manson, especially that from the east, to Fort Dodge to the injury of the business of Manson, the difference on a car load of 30,000 pounds being $16.00. They ask the Board to recommend to the I. C. R. R. Co. a rate on lumber from Dubuque to Manson that will enable them to compete with Fort Dodge.

Mr. J. F. Tucker, Traffic Manager of the I. C. R. R., to whom the complaint was submitted, says in reply, that the rate from Dubuque to Manson on lumber is the same as charged on class A roads by the tariff adopted by the General Assembly of 1874. The rate from Dubuque to Fort Dodge is fourteen cents per hundred pounds, but they have latterly been giving a ten cent rate by rebate. The Minneapolis & St. Louis Railway having given from Minneapolis a fourteen cent rate, the same as from Dubuque, his company was obliged to make a rate that would equalize the prices of lumber between Dubuque and Minneapolis or abandon the point—Fort Dodge—as a market for their lumber. This he considers unfair to the Dubuque lumber manufacturers, that his company will be unable to defend the manufacturers on his line if a lowering of rates at competing points compels the same relative reduction at all points on the road.

In the case of the Rand Lumber Company vs. the Chicago, Burlington & Quincy Railroad Company (Fifth Annual Report of Commissioners, page 550) the Board held that railroad companies could properly encourage man-

ufacturing on their lines by rates that enable competition with points in other States; that "to a great extent a railroad company must protect the business on its lines in competition with like business conducted on rival lines, under more favorable circumstances, or it loses that particular business; that the Railroad Commission do not think it their duty to interfere to destroy business so helped by a railroad company at its expense for the purpose of adding that business to another locality."

In the case of Lighthall vs. the I. C. R. R. Co. (Fifth Annual Report of Commissioners, page 564) the Board held "that the true theory of transportation requires that producers should be accommodated at the nearest station, and not be required to travel long distances to do business at a competing point; that the rates to stations near competing points should so sympathize with the rates at competing points as to retain home business to merchant and farmer and railroad."

The Commissioners have made a limited examination of the facts covering the relative situation and business of the two points, and are unable to find that the reduced rate at Fort Dodge has materially affected the lumber or other business of Manson. They are pleased to learn that the I. C. R. R. Co. has voluntarily reduced its rate on lumber to Manson to fourteen cents per hundred pounds, and trust that this will be satisfactory. In that case it will be unnecessary for them to take any further action.

Des Moines, Iowa, May 9, 1883.

ILLINOIS CENTRAL RAILROAD COMPANY.

Motion for rehearing in Swezey & Borman case.

Filed April 9, 1883.

CHICAGO, March 30, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

DEAR SIR—I have yours of the 3d inst., as to switching charge at Fort Dodge. I would respectfully ask a rehearing, believing that the Commissioners have misunderstood the matter. Evidently a rate—switching or otherwise—should not be made per car, but per one hundred pounds, as the former is an indefinite quantity. Enclosed are papers that prove that we charge the same to the gypsum mill as on the lumber, and I trust the Commissioners will agree with us.

Yours truly,

J. F. TUCKER.

CHICAGO, March 27, 1882.

A. D. HALLOCK, *Agent Ft. Dodge, Iowa:*

DEAR SIR—Referring to the enclosed complaint, made by Swezey & Borman, Newell, Iowa, as to switching charges at Fort Dodge on lumber coming from the Minneapolis & St. Louis Railway, our records show that the same switching charge is exacted on this business as to and from the gypsum mill—three dollars per car of twenty thousand pounds. Is this not as you understand it, and are not your charges made accordingly, one and one-half cents per one hundred, actual weight, minimum twenty thousand pounds, both on switching from the Minneapolis & St. Louis Railway, and to and from the gypsum mill?

Yours truly,

H. L. SHUTE,
G. F. A.

FORT DODGE, IOWA, March 28, 1883.

H. L. SHUTE, ESQ., *General Freight Agent, Chicago:*

DEAR SIR—Your letter fully explains my understanding, and I have been making switch charges accordingly, both from gypsum mill and Minneapolis & St. Louis Railway.

Yours truly,

A. D. HALLOCK, *Agent.*

Receipt of Mr. Tucker's letter was acknowledged by the Board, and he was assured that the matter would have attention at an early date. He was finally answered as follows:

DES MOINES, IOWA, May 4, 1883.

J. F. TUCKER, ESQ., *Traffic Manager Ill. Cent. R. R., Chicago:*

DEAR SIR—Your letter of March 30, with letters of H. L. Shute and A. D. Hallock, agent at Fort Dodge, have been considered. While the Commissioners are ready to admit the correctness of your proposition, that the one hundred pounds rather than the car load should be the unit for determining charges on freight, they cannot divest themselves of the conviction that $3.00 per car is largely more than a reasonable rate for the switching required for this transfer.

With a view of protecting your road in its lumber interests from the competition of a rival line, they have sanctioned what they believed, independent of such consideration, to be more than a just compensation for the service rendered, in addition to the high local rate. They think this should be satisfactory. If, however, you insist on the one hundred pounds as the standard, they would suggest seventy-five one hundredths (75-100) cents as about a fair rate on full car load lots.

By order of the Board.

E. G. MORGAN,
Secretary.

W. S. RICHIE, MUSCATINE, IOWA, *Complainant,*
VS.
UNION PACIFIC RAILWAY COMPANY, *Respondent.*
} *Over charges.*

Filed April 9, 1883.

MUSCATINE, IOWA, April 3, 1883.

Railroad Commissioners:

GENTLEMEN—Enclosed we hand you expense bills and railroad receipts for one car potatoes and onions, shipped from this place to Salina, Kansas. The Union Pacific road has robbed me, virtually put their hands into my pockets and stolen my money, because they had my property in their possession. I enclose you another receipt, where they charge me only twenty-two cents per one hundred pounds to the same point; but because there was a few onions in this car, which are charged on all other roads the same as potatoes, they charge me forty-one cents on these. Is there no remedy?

Yours truly,

W. S. RICHIE.

DES MOINES, IOWA, April 5, 1883.

W. S. RICHIE, ESQ., *Muscatine, Iowa:*

DEAR SIR—I return the bills of the Union Pacific Railway for carrying your potatoes and onions from Kansas City to Salina. It seems to the Board that great injustice has been done you, but as the State of Iowa has no jurisdiction over the Union Pacific, it being a foreign corporation, and the entire wrong complained of being outside the limits of the State, the Commissioners know of no way that they can be of service to you.

Respectfully,

E. G. MORGAN,
Secretary.

D. W. TOWNSEND, LE MARS, IOWA, *Complainant*,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*

Failure to furnish cars.

Filed April 5, 1883.

LE MARS, IOWA, March 31, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am doing business at Le Mars and also at Remsen, ten miles east of here on the Illinois Central Railroad, and find some complications in shipping. I sometimes find it to my interest to ship lumber from the north over the St. Paul and Omaha line, and sometimes my coal rates for hard coal are better from the north. But the Central folks are bound that I shall ship from the east, regardless of what I can buy for, and went so far at one time as to notify their agent at Le Mars not to receive cars from the St. Paul Company destined to Remsen. Some things cannot be got from the east at a price that the consumer can afford to pay, and they are obliged to pass through Remsen and go ten miles farther to do their trading. Yet by allowing the Central their regular rates from here to Remsen the goods can be got there to the satisfaction of the company. Now the query is, cannot the Illinois Central folks be compelled to accept and transport these cars on reasonable time? Again, I purchase grain and live stock at Remsen, a business that no one could handle successfully, for the reason that the northern or Minneapolis grain market was so much better than the east that Le Mars could pay much more than Remsen that people would be obliged, and did, haul all their produce to Le Mars. But I have procured from the Minneapolis grain markets and the St. Paul & Omaha Railroad rates on grain that would allow me to pay people around Remsen such prices that they were satisfied. So far, all right; but when I call for a car to ship my grain, the railroad company refuse to let their cars go off their line for that purpose. Then I called for a St. Paul & Omaha car, which I have learned is ready for me as soon as the Illinois Central orders it. But they have not ordered it, and I am quite well satisfied do not intend to order one, but have telegraphed me to ship east and they will make it all right To make it all right means to haul for nominally nothing, as I have a special offer for my grain at this time.

The vital question is, can they not be compelled to furnish me a car, either their own or one from the line that I wish to ship over, within a reasonable length of time, and is it any of their business where I ship my grain to? One word more in explanation: I have paid to the Illinois Central folks some fifty thousand dollars in the past two years for freight into Le

Mars and Remsen. While their rates are low enough considering the number of miles they have to haul, yet the road runs in the wrong direction for either lumber or wheat, or even corn, in this part of Iowa.

To ship all of my lumber over their line to Remsen means to tax the consumers from two to four dollars per thousand, and to ship grain east would again tax them four to six cents per bushel. The Central folks know this, but claim the right to handle the grain and take it east against the protest of everyone. I went with this to Hon. I. S. Struble, and he referred me to you. An early reply will be considered a great favor.

Yours truly,

D. W. TOWNSEND.

DES MOINES, IOWA, April 5, 1883.

D. W. TOWNSEND, ESQ., *Le Mars, Iowa:*

DEAR SIR.—Your letter of March 31st received and contents noted. If we understand your complaint, it is that the Illinois Central Railroad Company refuse to furnish you cars at Remsen station to load for Minneapolis, and points on the Chicago, St. Paul, Minneapolis & Omaha Railway, and that they refuse to haul the cars of the C.. St. P. & M. & O. road, loaded with lumber or hard coal, tendered them by you at Le Mars for Remsen, or to haul the empty cars from Le Mars to Remsen to be loaded with grain for Minneapolis and other points on the Omaha road. Also that when hauled, the Illinois Central Company subjects the cars to such unreasonable delay that it practically amounts to a refusal to allow produce to go that way.

The Board has decided these questions as follows:

No railroad company can be compelled to furnish cars to be loaded at points on their line, to be shipped over another road; or, in other words, is compelled to furnish cars for the business of a rival route. The Board also decided that the cars of all transportation companies or persons shall be received and hauled by any railway in this State, where connection exists, to be loaded and returned, or received loaded and returned empty, the company receiving and hauling being entitled to their full local rates on such haulages. If this should cover your case, your proper course is to tender I. C. R. R. Co., at some siding accessible, and on which they have the right to run, cars for the transportation of your grain, noting the number of cars and date; also, if taken, the length of time delayed, should it be unreasonable. If refused or delayed, so state to this Board, verifying the facts by affidavit. Any attempt to deprive you of your rights by unreasonable delay will be regarded as a refusal. The Board will then call the attention of the company to the subject.

I send you a copy of the advanced sheets of our report for 1880. The Lilburn case, pages 77 to 108, covers nearly the same ground as your case.

By order of the Board.

E. G. MORGAN,
Secretary.

No reply having been received from complainant, the case was dismissed.

L. GOODSELL, FERGUS FALLS, MINN., *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, *Respondent*.
} *Overcharge on passenger fare.*

Filed April 12, 1883.

FERGUS FALLS, MINN., April 6, 1883.

State Railroad Commissioners of Iowa:

GENTLEMEN—On Saturday, March 31st, I boarded the Burlington, Cedar Rapids & Northern train at Nora Junction (due there at about 1 :30 P. M., from the west,) for Waterloo, and on account of the burning (the day before) of the depot at Nora Junction, I was unable to purchase a ticket, and the conductor charged me $2.80. At Waterloo I ascertained that the regular fare was only $1.80. He charged the next man $2.70 for the same trip.

Yours truly,

L. GOODSELL.

This letter was acknowledged and sent to C. J. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway. He answered as follows:

CEDAR RAPIDS, IOWA, April 30, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of April 12th, inclosing complaint of L. Goodsell, Fergus Falls, Minn., which is herewith returned, was received this morning. Where it has been these last eighteen days I do not know. I think there must be certainly some mistake in regard to this matter. I should suppose from Mr. Goodsell's letter that the train he would naturally have taken would have been our No. 2, on which that date our Mr. E. Hollan was conductor. Mr. Hollan has been with us ever since the road started, and is of unimpeachable character. His report hows a number of collections from Nora Junction, but none to Waterloo.

I have written Mr. Goodsell for any further particulars he may be able to give, in order to be certain that his complaint is correct, and shall endeavor to investigate to the fullest extent the whole matter.

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, June 9, 1883.

L. GOODSELL, *Fergus Falls, Minn.:*

DEAR SIR—In the matter of your complaint against the Burlington, Cedar Rapids & Northern Railway Company, Mr. Ives, the Superintendent, writes me that he has written you in relation to the matter, and cannot hear from you. Please reply to him, so the Commissioners can close up the case.

Respectfully,

E. G. MORGAN,
Secretary.

FERGUS FALLS, MINN., June 12.

State Railroad Commissioners of Iowa:

GENTLEMEN—Yours of the 9th at hand, and in reply would say I received the letter from C. J. Ives, General Superintendent, of date April 30th, and replied to it May 4th or 5th. I failed to preserve a copy of it, but I will try to recall the circumstances, and answer him this day.

Yours,

L. GOODSELL.

CEDAR RAPIDS, IOWA, June 19, 1883.

E. HOLLAN, *Conductor:*

DEAR SIR—I inclose letter from Mr. Goodsell, of Fergus Falls, about the matter of fare of which I spoke to you. I would be pleased to receive such explanations as I can furnish the Commissioners in regard to this matter.

Yours truly,

C. J. IVES,
General Superintendent.

MR. C. J. IVES:

If I did collect the fares as this man states, it was a mistake on my part, and am willing to pay the money back. I collected one fare from Nora Junction to Waterloo and one to Cedar Falls.

E. HOLLAN.

CEDAR RAPIDS, IOWA, June 22, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

DEAR SIR—In reply to various communications in regard to complaint of L. Goodsell, Fergus Falls, Minn., I inclose my letter to our conductor Mr. E. Hollan, and his reply, also his book showing fares collected on that trip. The one reading from thirty-eight to twenty-nine, fare $1.80, is, I suppose, the one referred to. I feel bound to accept his explanation, as he has been on the road a long time, and is one of our most trusted employes. He must abide, however, by your decision in this matter.

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, July 19, 1883.

L. GOODSELL, *Fergus Falls, Minn.:*

DEAR SIR—In the matter of your complaint made to the Railroad Commissioners of Iowa, April 6, 1883, against the Burlington, Cedar Rapids & Northern Railway Company for taking from you one dollar more than the regular fare from Nora Junction to Waterloo. The Board would like to have you make affidavit before some proper officer to the fact. They would like to have you state somewhat specifically what conversation, if any, you had with the conductor in regard to the amount of fare. Who was the "next man" of whom you say "he (the conductor) took $2.70," and why it was you "learned at Waterloo the fare was only $1.80." Please state to the best of your recollection the amount of money you handed the conductor and the amount of change you received back.

By order of the Board,

E. G. MORGAN,
Secretary.

FERGUS FALLS, MINNESOTA, August 1, 1883.

E. G. MORGAN, *Des Moines, Iowa:*

SIR—In reply to yours of the 19th instant, I do make the following affidavit against Burlington, Cedar Rapids & Northern Railway Company for taking one dollar more than regular fare from Nora Junction to Waterloo. First. Conversation with conductor was, what is the fare from Nora Junction to Waterloo? His answer was (after a moment's hesitation) $2.80. I gave him a $5.00 gold piece and he gave me back two silver dollars and two ten cent pieces. I had no further conversation with him. Second. The next man from whom conductor took $2.70 was a stranger, and I am unable to give his name. I saw him board the train at Nora Junction, and heard him state that he wanted to pay to Waterloo. Conductor said the fare was $2.70. Third. The reason of my learning (at Waterloo) the amount of fare between the stations named above, was: First. The *action* of the conductor when I asked him what the fare was. Second. After arrival at Waterloo, in talking with my brother, I learned that distance was sixty miles, and legal fare was three cents per mile, so when I was purchasing ticket for Minneapolis, I asked ticket agent what the fare was to Nora Junction; his reply was, $1.80. I then mentioned that the conductor of the train I arrived on had charged me $2.80. Agent replied he probably knocked down the difference.

[Signed] L. GOODSELL.

Subscribed and sworn to before me this first day of August, 1883.

JOHN P. WILLIAMS,
[L. S.] Judge of Probate, Otter Tail county, Minnesota.

DES MOINES, IOWA, August 8, 1883.

C. J. IVES, *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—Herewith please find copy of affidavit sent this office by Mr. L. Goodsell, in support of his claim against your company. I am instructed to say that the Board is of the opinion, from the evidence as presented, that Mr. Goodsell is entitled to the return of the dollar he avers he paid the conductor of your train in excess of the regular fare. When the case is closed, please notify this office and oblige

Very respectfully,

E. G. MORGAN, *Secretary.*

CEDAR RAPIDS, IOWA, September 10, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR- In reply to yours of September 8th, in regard to the Goodsell case, would say that the matter has been settled with Mr. Goodsell, and we hold his receipt (just received) in full for all claims against the Burlington, Cedar Rapids & Northern Railway.

Yours truly,

C. J. IVES,
General Superintendent.

November 3d a copy of Mr. Ives' letter was sent Mr. Goodsell, to which he replied as follows:

FERGUS FALLS, MINN., November 5, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—The dollar was received. Please accept thanks.

L. GOODSELL.

BULLA & HAMMER, MACEDONIA IOWA, *Complainants*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed April 25, 1883.

MACEDONIA, IOWA, April 23, 1883.

To his excellency, Governor Sherman, Des Moines, Iowa:

SIR—We would call the attention of the Railroad Commission to the gross negligence of the Chicago, Milwaukee & St. Paul Railway at Council Bluffs, Iowa, in neglecting to deliver freight to connecting lines.

Messrs. Gardner, Batchelder & Wells, of Lyons, this State, shipped car No. 18294, C., M. & St. P. R'y, to us on February 19, 1883, *via* Council Bluffs. It was just thirty days in transit. We could learn nothing about it, except that it was in Council Bluffs several days. No explanation was given for the delay, although we wrote their agent there. The same firm shipped us car No. 30170, C., M. & St. P. R'y, on March 29th. This we never heard from until the 15th of this month, when the writer was in Council Bluffs. I was informed by a Milwaukee man that the car had been sent over to the Chicago, Burlington & Quincy Railroad, on he fifth of this month, and that the car had been returned on the sixth. By his answer I was led to believe that the trouble was with the C., B. & Q. R. R., consequently on Monday morning I went to the C., B. & Q. R. R. office, where I was informed that the car had been sent to their yard and had been returned to the Milwaukee folks, together with an extra car to transfer it into. This was ten days after they had the car. As my train was then due to leave, I came home and wrote the freight agent of the Milwaukee to know what was the matter and the reason it was not transferred and delivered to the C., B. & Q. R. R. Co., and as yet we do not receive the car nor a reply from their agent at Council Bluffs. This is becoming monotonous to us, besides, we need the goods, and expected them in, days ago. We are out of certain kinds, and both customers and mechanics waiting for material. This has been no small detriment to us.

Yours most respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, April 25, 1883.

Respectfully referred to the Board of Railroad Commissioners with request that the charges made be enquired into.

B. R. SHERMAN.

DES MOINES, IOWA, April 25, 1883.

To his Excellency, BUREN R. SHERMAN, *Governor, Capitol:*

I am instructed by the Board of Railroad Commissioners to acknowledge the receipt of your communication of this date transmitting to them the complaint of Messrs. Bulla & Hammer, of Macedonia, Iowa, vs. the C. M. & St. P. Ry. Co., and to assure you that the matter will have immediate attention.

I have the honor to be,

Very respectfully, your obedient servant,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, April 25, 1883.

S. S. MERRILL, *General Manager C., M. & St. P. Ry. Co., Milwaukee, Wis.:*

DEAR SIR—The annexed complaint of Mesrs. Bulla & Hammer, of Macedonia, Iowa, against your company, to his Excellency, the Governor, is respectfully referred to you with the request that you have the two cars of freight complained of traced and the cause of delay, if any, shown, and inform the Board, at your earliest convenience, if the facts, as stated by complainants, as to the delay while in transit over your road, are true.

By order of the Board,

E. G. MORGAN,
Secretary.

MACEDONIA, IOWA, May 2, 1883.

Messrs. Railroad Commissioners, Des Moines, Iowa:

SIRS—On the 20th of April we made complaint to the Governor of the negligence of the Chicago, Milwaukee & St. Paul Railway Company, in delivering freight to the Chicago, Burlington & Quincy Railroad, at Council Bluffs. His reply of 24th to hand, stating he had referred the matter to your Board. As yet we do not hear from the car nor the agent there, nor your Board. Now, sir, we feel damaged considerable in this matter and should like to have the matter adjusted as soon as possible. What process, if any, to recover damages through your court, does a shipper have to take with the railroad company.

Yours most respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, May 3, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—Your favor of the 2d just at hand. Your complaint against the Chicago, Milwaukee & St. Paul Railway Company, for detention of lumber at Council Bluffs, was received from his Excellency, the Governor, on the 25th ult., and at once acknowledged to the Governor, and we understood from him that he had written you, and it was not necessary for me to acknowledge the receipt.

Your complaint was at once forwarded to the General Manager of the C., M. & St. P. Ry., and as soon as his answer is returned you will be notified. No formal method is required in bringing to the attention of this Board any grievance which you may have against any railroad company. All that is necessary is to state your case in writing and furnish the proof.

Very respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, May 30, 1883.

S. S. MERRILL, *General Manager C, M & St. P. Ry., Co., Milwaukee, Wis.:*

DEAR SIR—The complaint of Messrs. Bulla & Hammer, Macedonia, Iowa, sent you April 25th, has not been returned to this office. The Board would be pleased to hear from you at your earliest convenience.

Very respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, May 31, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners State of Iowa, Des Moines:*

DEAR SIR—Replying to your favor of the 30th, as to complaint of Bulla & Hammer, an earlier report has been prevented by investigation to ascertain the facts; we find that the delays complained of occurred through the inefficiency of our agent at Council Bluffs, who was relieved before your complaint arrived, and we think there will be no further cause for complaint.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, June 8, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—In the matter of your complaint against the C., M. & St. P. Ry. Co., the General Manager, under date of May 31st, writes as follows:

"An earlier report has been prevented by investigation to ascertain the facts; we find that the delays complained of occurred through the inefficiency of our agent at Council Bluffs, who was relieved before your complaint arrived, and we think there will be no further cause for similar complaints."

I am instructed by the Board to ask you if the foregoing explanation of the General Manager is satisfactory to you.

Very respectfully,

E. G. MORGAN,
Secretary.

MACEDONIA, IOWA, June 11, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—Yours of June 8th, to hand, and contents noted. Sir, the explanation of General Manager of the Chicago, Milwaukee & St. Paul Railway Company, is not satisfactory, nor will it suffice. This is the second offense and they did not answer our inquiries in regard to the case. We wrote twice to the Council Bluffs office and once to the Milwaukee office, and neither one replied, and further the lumber was all sidings, flooring, finish and mouldings. This laid out in the rains and weather until the greater portion was moldy and all very wet. Now we have sent them our claim of $50.00 damage for delays, and $50.00 damages to goods. This will satisfy us, and nothing shorter. Private parties are held responsible for the errors and incapacity of their employes and why not railroad companies, when they are paid full rates on shipment.

Yours respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, June 14, 1883.

ROSWELL MILLER, *Assistant to the General Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—After receiving your letter last week, in explanation of the delay of the lumber in controversy, I wrote the complainants to know if it was satisfactory. Their reply I enclose, and am instructed by the Board to ask you to investigate it, and repo hem at an early day t

damage sustained by the lumber and mouldings "laying out in the rain," with such other information as their letter may call for.

Very respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, June 15, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines Iowa:*

DEAR SIR—Replying to yours of the 14th instant, relative to claim of Bulla & Hammer, of Macedonia, for damage, etc. I have referred the matter to our claim department for attention.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

MILWAUKEE, June 25, 1883.

Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN—Messrs. Bulla & Hammer, of Macedonia, Iowa, some time ago made a claim on this company through you, for $100.00 damages to shipment of two cars of lumber, delayed in transit. We have to-day made a voucher in favor of these parties for the amount above stated, and have given such orders to our employes as we think will prevent a recurrence of such delays. Hoping that this will be satisfactory to the Board of Commissioners, I beg to remain

Yours, very truly,

A. C. BIRD,
General Freight Agent.

The matters complained of were not under our control.

DES MOINES, IOWA, June 28, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—The Commissioners are in receipt of a letter from A. C. Bird, General Freight Agent of the Chicago, Milwaukee & St. Paul Railway, in which he says: "We have to-day made a voucher in favor of these parties for the amount claimed, and have given such orders to our employes as we think will prevent a recurrence of such delays." Does this settle your claim against that company, and shall the case be dismissed?

By order of the Board.

E. G. MORGAN,
Secretary.

MACEDONIA, IOWA, June 29, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—Yours of June 28th to hand and contents noted. If the voucher referred to of the Chicago, Milwaukee & St. Paul Railway Company, is for one hundred dollars, that being the amount claimed, this will satisfy us, and with that understanding we will allow the case to be closed.

Yours respectfully,

BULLA & HAMMER

MACEDONIA, IOWA, July 13, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

SIR—On June 28th you wrote us that the Chicago, Milwaukee & St. Paul General Freight Agent had drawn a voucher in our favor for the full amount of our claim, and asked if we would withdraw the case. We consented to the withdrawal with that understanding: but as yet we do not receive the voucher, or any funds of any kind. We either want the money or the case reopened.

Respectfully,

BULLA & HAMMER.

DES MOINES, IOWA, July 17, 1883.

MR. A. C. BIRD, *General Freight Agent, Chicago, Milwaukee & St Paul Railway Company, Milwaukee, Wisconsin:*

DEAR SIR—Referring to your letter of June 25th to this office, relating to the claim of Messrs. Bulla & Hammer, Macedonia, Iowa, I beg leave to say that complainants are getting very anxious for their money, and would thank you to see if voucher has been sent them.

Yours respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 17, 1883.

MESSRS. BULLA & HAMMER, *Macedonia, Iowa:*

GENTLEMEN—Yours of the 13th at hand. Your case has not been closed yet, nor will it be until the matter is satisfactorily settled. I have again written the general manager of the company asking why the voucher is not sent you. Advise me when you hear from them.

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, WIS., July 20, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—Your esteemed favor in regard to claim of Bulla & Hammer at hand and contents noted. I have referred all papers in the above claim to E. J. Swords, General Freight Agent Kansas City, St. Jo. & Council Bluffs Railroad Company, for investigation, as the delay is clearly located on that line. I have requested return of papers, and hope to bring this matter to a satisfactory settlement as soon as possible.

Yours respectfully,

R. G. BUTLER,
Freight Claim Agent.

DES MOINES, IOWA, July 25, 1883.

S. S. MERRILL, *General Manager Chicago, Milwaukee & St. Paul Railway Company, Milwaukee, Wis.:*

DEAR SIR—On the 25th of June last, Mr. A. C. Bird, General Freight Agent of your road, wrote the Board of Railroad Commissioners as follows: "*Gentlemen*—Messrs. Bulla & Hammer, of Macedonia, Iowa, some time ago made a claim on this company, through you, for $100 damages to shipment

of two cars lumber, delayed in transit. We have to-day made a voucher in favor of these parties for the amount above stated, and have given such orders to our employes as we think will prevent a recurrence of such delays. Hoping this will be satisfactory to the Board of Commissioners, I beg to remain,

"Yours very truly,

[Signed] "A. C. BIRD,

"*General Freight Agent.*"

"P. S. The matters complained of were not under our control."

On the 17th of July the Board wrote Mr. Bird, General Freight Agent, asking him "why the voucher above mentioned had not been sent, as complainant was anxious to have the case closed."

To this letter Mr. R. G. Butler, Freight Claim Agent, writes under date of July 25th: "Your esteemed favor in regard to claim of Bulla & Hammer at hand and contents noted. I have referred all papers in the above claim to E. J. Swords, General Freight Agent Kansas City, St. Jo. & Council Bluffs Company for investigation, as the delay is clearly located on that line. I have requested return of papers, and hope to bring this matter to a satisfactory settlement as soon as possible.

"Yours, respectfully,

"R. G. BUTLER."

Under date of May 31st, Mr. Roswell Miller, replying to a communication from the Board, says: "As to complaint of Bulla & Hammer, an earlier report has been prevented by investigation to ascertain the facts. We find that the delays complained of occurred through the inefficiency of our agent at Council Bluffs, who was relieved before your complaint arrived, and we think there will be no further cause for similar complaints."

From the letter of Mr. Butler it would seem that Mr. Bird and Mr. Miller were at fault in their understanding of the case, as he has gone to the K. C., St. J. & C. B. R. R. Co., looking for lumber diverted by your company to the Chicago, Burlington & Quincy Railroad Company at Council Bluffs.

This matter was referred to you April 25th, and justice to the complainant demands that it should be closed, and the Commissioners desire that you attend to the matter at once.

By order of the Board.

E. G. MORGAN,
Secretary.

MILWAUKEE, August 2, 1883.

E. G. MORGAN, ESQ., *Sec'y Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your favor of the 25th ult., relative to complaint of Bulla & Hammer, I have directed that a settlement, to cover the amount of actual damage, be made with Messrs. Bulla & Hammer. Mr. Bird misunderstood the instructions, and gave orders that a voucher be made for the full amount claimed. If the parties were damaged to the full

amount claimed, they will be paid that amount; but it is proper that we should first be satisfied that they were so damaged. Mr. Butler's communication to you in regard to the matter was improper and unauthorized.

Yours truly,

ROSWELL MILLER,
Assistant to the Manager.

MACEDONIA, IOWA, August 21, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

The Milwaukee folks have paid the $100 in full, and we withdraw the suit, they paying expenses of same, if any.

Respectfully,

BULLA & HAMMER.

HENRY WEBB, KEW, RINGGOLD COUNTY, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Overcharges on freight.*

Filed April 28, 1883.

KEW, IOWA, April 26, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I am a farmer by occupation, and having sold my farm in Jefferson county and bought land in Ringgold county, Iowa, in February last I applied to the agent of the Chicago, Burlington & Quincy Railroad at Glendale for two emigrant cars, in which to move my household goods, farm machinery, and live stock to Kew, on the Humeston & Shenandoah Railroad, in Ringgold county, Iowa. I shipped my live stock, goods, etc., on February 26, 1883, from Glendale to Kew, acting under instructions from the general freight agent at Burlington. He charged me forty-nine dollars per car, or ninety-eight dollars for the two cars. The agent offered to let me have two cars to Afton, on the Chicago, Burlington & Quincy road, for thirty-two dollars per car. I submit that the above charge of forty-nine dollars ($49) per car from Glendale to Kew is extortionate and unjust, and I respectfully request the Board of Commissioners to investigate this matter and afford me the necessary relief.

HENRY WEBB.

Subscribed and sworn to before me by the said Henry Webb, this 26th day of April, 1883.
[L. S.]

C. B. MORRIS,
Notary Public.

Receipt of the above complaint was acknowledged, and a copy was sent to T. J. Potter, General Manager Chicago, Burlington & Quincy Railroad, who replied as follows:

CHICAGO, May 12, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Answering yours of April 28th, enclosing the complaint of Henry Webb, that he was charged exorbitant rates on two cars of emigrant outfit from Glendale to Kew, Iowa, I would say that Mr. Webb's shipments were from Glendale, Iowa, a point on the Chicago, Burlington & Quincy Railroad, to Kew, Iowa, a point on the Humeston & Shenandoah Railroad, the two lines intersecting at Humeston. To Humeston was as far as our company could carry the goods, and we charged Mr. Webb for that service, according to our published Iowa distance tariff, one hundred and six miles, thirty dollars per car. For the convenience of

shippers on our line, the general manager of the Humeston & Shenandoah Railroad has consented that we bill freight through Humeston direct to stations on his line, provided he receives his regular tariff from Humeston to destination. In the case in question the tariff on emigrants' outfit, Humeston to Kew, is per car, nineteen dollars. Our agent simply named the above rates to Mr. Webb, and at his request billed the cars through at the sum of the above rates, or forty-nine dollars per car. Hoping the above explanation will be satisfactory, I am Yours truly,

T. J. POTTER,
General Manager.

DECISION OF THE COMMISSIONERS.

Mr. Webb resided at Glendale, Jefferson county, Iowa, and desiring to move his household goods, farm machinery and twelve head of stock to Kew, a station in Ringgold county, Iowa, on the line of the Humeston & Shenandoah Railroad, one hundred and fifty-four miles southwest, he applied to the agent of the Chicago, Burlington & Quincy Railroad Company for two cars. The agent informed him that the charges on these two cars would be forty-nine dollars each; that the company would deliver the two car loads at Afton, the county seat of Union county, a station on its own road one hundred and thirty-eight miles west of Glendale, and about twenty miles north and a little east of Kew, for thirty-two dollars per car. Mr. Webb's complaint seems to be based upon the theory that, as the distance from Glendale to Kew is but sixteen miles further than from Glendale to Afton, the charge should be about the same or slightly in excess, and that the seventeen dollars per car difference is extortion, or at least that much of it more than the *pro rata* difference of distances.

A principle long since settled in all railway transportation, and recognized in the "Granger legislation" of 1874, is that where freight passes over two distinct lines of road, each carrier is entitled to its local or short rate; and if by an agreed arrangement the freight goes through without re-handling on the same cars, the rule is not changed. The Iowa distance tariff in this case gives the C., B. & Q. R. R., Glendale to Humeston, one hundred and six miles, thirty dollars per car, and the H. & S. R. R., for the forty-eight miles from Humeston to Kew, nineteen dollars per car. The tariff adopted by the legislature of 1874 would have given the two roads for this freight hauled the same distance, fifty dollars and forty cents.

There is no evidence before the Commissioners to lead them to suppose that other parties are charged less for this service; and if it is greater than the amount for which Mr. Webb might have shipped his freight to Afton, he has no ground for complaint, as he knew the rates to both points before he shipped. Under the statement of the case, the Commissioners find that the charges were not unreasonable.

Des Moines, Iowa, May 16, 1883

V. J. WILLIAMS & CO., DUBUQUE, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed May 1, 1883.

DUBUQUE, IOWA, April 27, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

DEAR SIRS—We have the honor to transmit herewith papers relating to a small breakage by the Chicago & Northwestern Railway Company, and desire to call your attention to the letter of inquiry (marked A) addressed by the General Claim Agent to their local agent at Lowden. Next the answer thereto (marked B) stating cause of damage, "something piled or fell over the planters." Next, the extraordinary conclusion of the General Claim Agent (marked C) in which he decides to decline making allowance, as "the damage undoubtedly occurred in ordinary transit, and not from any rough handling of car or freight, and having been shipped at *owner's risk* I must respectfully decline to entertain the claim."

Inasmuch as all common carriers are responsible to the owners of property for the exercise of ordinary care in the handling of property, and no rules of their own making can release them from such responsibility, and as we have the testimony of their own agent that these breakages occurred through the want of proper care, we appeal to you for redress as to the amount of our claim against the C. & N. W. R'y Co. herein. As the Chicago, Milwaukee & St. Paul Railway offer to adjust the amount claimed from them (twenty-five cents), that portion is satisfactorily settled. The amount due us from the C. & N. W. R'y Co., viz., $2.00, we ask your Honorable Body to adjudicate, and if possible collect.

Respectfully yours,

V. J. WILLIAMS & CO.

This complaint was acknowledged and sent M. Hughitt, General Manager Chicago & Northwestern Railway, at Chicago.

DES MOINES, IOWA, May 15, 1883.

MESSRS. V. J. WILLIAMS & CO., *Dubuque, Iowa:*

GENTLEMEN—In the matter of your complaint against the Chicago & Northwestern Railway Company, referred to this office April 27th, Mr. M. Hughitt, General Manager of that company, writes the Board under date of May 12th, that he "has instructed Mr. R. C. Richards, General Claim Agent, to settle this claim on the basis of the damage alleged, namely, two dollars."

As soon as you are paid please notify this office, so the case can be closed.

Very Respectfully,

E. G. MORGAN,
Secretary.

This claim was paid and the case closed by request of complainant.

M. CRESSWELL, BONAPARTE, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, *Respondent*.
} *Damages for hogs lost in transportation.*

Filed May 10, 1883.

On the 10th day of May, 1883, Mr. Cresswell, of Bonaparte, Iowa, complained to the Commissioners as follows: That he shipped from Bonaparte station on the Chicago, Rock Island & Pacific Railway, on the 16th of October, 1882, one hundred and fifty-one head of stock hogs, in car number 10,590, consigned to E. Cresswell, Lamar, Missouri, the car going via Kansas City. On arriving at its destination the car contained but one hundred and thirty-five head of hogs; that he wrote to the Superintendent of the Kansas City stockyards, who reported that car number 10,590 was received from the C., R. I. & P. R'y on October 18, 1882, at 8.15 A. M., and that said car contained only one hundred and thirty-five hogs; that on November 4th he addressed a letter to the agent of the C., R. I. & P. R'y at Bonaparte, stating his claim, and received answer that he would have to prove by reliable witnesses the number of hogs loaded in the car before his claim would receive attention. Mr. Cresswell asked the Board if, in their opinion, the testimony of his sons, who helped load the hogs, was not admissible. The complaint was immediately forwarded to Hugh Riddle, President of the C., R. I. & P. R'y, who referred it to the claim agent. The company took the ground that many of the hogs were very small, scarcely more than sucking pigs, and that the missing ones could easily have escaped through the stockyard fence before the loading began; in fact, Mr. Cresswell had boys there all night to see that they should not thus escape. Mr. Cresswell, however, stated positively that the hogs were carefully counted when put into the stockyards, and again just before they were loaded; hence he was certain that he loaded the one hundred and fifty-one head as stated. Affidavit was also made by Mr. Cresswell's sons to the above effect.

Mr. Given, Superintendent of the Iowa Division of the C., R. I. & P. R'y finally went to Bonaparte in person and settled the claim with Mr. Cresswell, paying him sixty dollars for his loss, and complainant asked the Commissioners to dismiss the case.

THOMAS BURNS, BREDA, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Failure to provide a farm crossing.*

Filed May 11, 1883.

On the 9th of May, 1883, a complaint was received from Thomas Burns, of Breda, Carroll county, Iowa, who stated to the Commissioners that the Chicago & Northwestern Railway had been built across his farm, and that the company had provided no crossing for teams over their track, although they had promised to do so repeatedly. The matter was communicated to Marvin Hughitt, General Manager of the road, and reply was immediately received from him, stating that he had issued orders to have the crossing put in as soon as possible.

On July 28th Mr. Burns wrote the Commissioners that the crossing had been built and was satisfactory to him, and asked to have the complaint dismissed.

H. B. GLOVER & CO., *et al.*, DUBUQUE, *Complainants*,
vs.
VARIOUS RAILWAY LINES IN IOWA, *Respondents*.
} *Excess baggage charges.*

Filed May 15, 1883.

DUBUQUE, IOWA, May 11, 1883.

To the Railroad Commissioners of Iowa:

DEAR SIRS—We inclose Dubuque's protest against the late unjust law operated by the "Iowa pool." This law is not in operation over the Wisconsin Central, in Wisconsin, or the Central Railway of Iowa, the Sioux City & Pacific Railroad, and others. It is worked by the "Iowa pool," and is, we think, a matter which should be properly and fairly adjusted at once. An early reply will greatly oblige the jobbers and manufacturers of Dubuque.

Yours respectfully,

H. B. GLOVER & CO.

DUBUQUE, IOWA, April 29, 1883.

To the Railroad Commissioners of Iowa:

DEAR SIRS—We, the undersigned, manufacturers and jobbers, doing business in Dubuque, Iowa, desire your decision as to the justness of the late advance in baggage charges. Over all Iowa lines of railroad prior to April 1, 1883, the rules and charges on commercial baggage were as follows: Two hundred pounds carried free, and charges as follows or the excess weight:

MILES.	WEIGHT.												
	25	50	75	100	200	300	400	500	600	700	800	900	1000
500	$ 0.50	$ 1.00	$ 1.50	$ 2.00	$ 4.00	$ 6.00	$ 7.00	$ 8.75	$10.75	$13.00	$15.50	$18.25	$21.25
1000	1.00	2.00	3.00	4.00	8.00	12.00	14.00	17.50	21.50	26.00	31.00	36.50	42.50

To illustrate a case in point, we will say that an agent with 750 pounds of baggage (or 550 pounds excess), wishes to make the Chicago, Milwaukee & St. Paul Railroad, from Marion Iowa, to Council Bluffs, and stop at every station. The distance from Marion to Council Bluffs is 260 miles, and there are 43 stations. By the old rule the expense to the agent holding a 500 mile ticket, was $5.07. The new tariff which came into effect April 1, 1883, has changed the rates as follows: Same amount of weight carried free; on the excess a charge of 25 cents per 100 pounds for 1 mile up to 50; the charges for the longer run of over 50 miles are about the same as the old tariff. The new charges will increase the amount to be paid by the agent, in the case illustrated above, who wishes to make the 43 stations and same distance, to $48.16; a difference against the party carrying baggage over the old rule of $43.09, as there are 43 stations and the extra charge is $43.09, it in this case would pay the railroad company $1 for handling the agent's three trunks at each station. Now, we claim the above to be excessive and unjust, in that it particularly discriminates in favor of the party making the long run, and virtually compels the western jobbers who make the short runs, to retire their lines of samples from the railroad and to use other modes of conveyance. While we realize that the railroads have rights and should receive a fair compensation, as carriers, we do not believe that the late charges are either reasonable or just, inasmuch as the charges for the labor performed are entirely too high. We believe that the following charges and rules would be just to both the carrier and the traveler, and we specially request your most careful investigation into this question of charges for handling, which we consider excessive. We, therefore, believe that the old excess baggage rates of prior to April 1, 1883, should be restored, and that a reasonable amount be charged for loading trunks, say twenty-five cents for three trunks or less, and ten cents each for each additional trunk; this would give the railroad for the 43 stations illustrated above, a total of $5.07 for carrying, and $10.75 for handling, making a total of $15.82, against $48.16, the present charges, and $5.07, the old charges. In addition to the old form of mileage baggage tickets, an additional coupon loading ticket could be attached, each coupon representing one trunk or the price for loading the same, and to be detached when the baggage is checked.

We, therefore, claim the handling charges to be excessive, and desire your particular investigation into the question as to whether twenty-five cents for loading (no charge for unloading), and ten cents for each additional trunk be not sufficient.

DUBUQUE.

H. B. Glover & Co., wholesale notions.
John Bell & Co., wholesale dry goods and notions.
John Mehlhop, Son & Co., wholesale grocers.
W. P. Large & Co., wholesale boots and shoes.
L. D. Randall & Co., wholesale leather and hardware.
Pukenbrock & Deuss, wholesale boots and shoes.
Thompson & Maclay, wholesale notions.
Michel, Son & Sullivan, wholesale boots and shoes.
James Forester, manufacturer of clothing.
Wemott, Howard & Co., wholesale crockery and glassware.
Grosvenor & Harger, wholesale books, stationery, etc.
Raymond Bros., wholesale crockery and glassware.
Steiner & Parker, wholesale notions and toys.
Myers, Tice & Co., wholesale tobacco and cigars.
J. T. Hancock & Son, wholesale grocers.
M. M. Walker, wholesale fruits and oils.
Pool, Gilliam & Co., wholesale grocers.
Flannagan & Co., commission merchants.
Chamberlin, Dewstoe & Co., wholesale tobaccos.
Dubuque Rubber Belting Co., rubber and leather goods.

Westphal, Hinds & Co., wholesale hardware.
D. C. M. Association, furniture.
Andrew Treadway & Sons, wholesale hardware.
A. Y. McDonald, pump manufacturer.
Junkerman & Haas, wholesale druggists.
W. H. Torbert, wholesale druggist.
A. W. Wullweber & Co., wholesale furniture.
Schroeder & Kleine, wholesale grocers.
J. P. Farley Manufacturing Co., cracker and spice manufacturers.
Farley & Loetscher Manufacturing Co., sash, doors, blinds, etc.
Dubuque Furniture and Burial Case Co., furniture and coffins.

DAVENPORT:

Robt. Krause, cloths, trimmings, gents' furnishing goods, overalls, etc.
W. C. Wadsworth & Co., dry goods jobbers.
Smith & Stearns, paints and brushes.
Sickles, Preston & Co., wholesale hardware.
Sieg & Williams, wholesale iron and wagon stock.
J. H. C. Peterson & Sons, wholesale dry goods.
Aug. Steffler, wholesale dry goods.
A. Moritz, wholesale clothing.

DES MOINES, May 14, 1883.

To the Railroad Commissioners of Iowa:

GENTLEMEN—At a meeting of the Jobbers and Manufacturers Association of this city, the undersigned were chosen as a committee to confer with, and call your attention, to the increase in the charges on excess baggage, which, we think, are unjust in some respects.

Our trade with all the towns within 150 miles of Des Moines, and these towns are from three to fifteen miles apart: to make it plain to you and illustrate a case in point, we attach "Exhibit A," an excess baggage permit for two hundred pounds from Des Moines to Metz, on the Chicago, Rock Island & Pacific Railway, about thirty miles east of Des Moines, bought before the advance in rates, for sixty cents, to go and return, and stop off when and where we have a mind to.

We also attach "Exhibit B," the cost of making the same town and stopping off at the same towns, under the new prices. You will notice that the expense is on us who make the short runs, as it costs no more to go direct to Metz than to stop at the first station.

We cannot see that it is either reasonable or just that the rates should be changed, and we pray that your honorable body will investigate the matter, and do what you can to restore the old rates.

(Signed)

GEO. WHITE,
W. B. BENTLEY,
L. HARBACH.

EXHIBIT "A."

CHICAGO, ROCK ISLAND & PACIFIC R'Y CO.

PRE-PAID EXTRA BAGGAGE PERMIT.

134 STATION, 3-28, 1883.

Mr. C. D. Parish has permission to use this permit from 134 to Metz and return, and to stop at any stations between these points, and have his baggage re-checked without further

charge. This permit will be taken up and returned to General Baggage Office by the person who issues the check to the last named station, and will not be honored after April 30, 1883.

Total weight.	Amount free.	Net weight.	Rate.	Am't collected.
400	200	200	30	60

Check No.....

24037. Agents must fill this up with ink.

J. D. MARSTON,
General Baggage Agent.

EXHIBIT "B."

DES MOINES, May 14, 1883.

The new rates Des Moines to Altoona	$ .50
The new rates Altoona to Mitchellville	.50
The new rates Mitchellville to Colfax	.50
The new rates Colfax to Metz	.50
The new rates Metz to Des Moines	.50
	$ 2.50

On the receipt of the above complaints the following circular was sent to the General Managers of the Illinois Central, Chicago & Northwestern, Chicago, Milwaukee & St. Paul, Chicago, Rock Island & Pacific, Chicago, Burlington & Quincy, Wabash, St. Louis & Pacific, Burlington, Cedar Rapids & Northern, Des Moines & Fort Dodge, Minneapolis & St. Louis, Kansas City, St. Joseph & Council Bluffs, Chicago, Burlington & Kansas City, and St. Louis, Keokuk & Northwestern railway companies:

OFFICE OF THE RAILROAD COMMISSIONERS,
DES MOINES, IOWA, May 17, 1883.

DEAR SIR—The Board of Railroad Commissioners are in receipt of complaints from the manufacturers and jobbers of various points in the State of Iowa, that a late advance dated April 1st in baggage becomes oppressive and has a tendency to put a tax on the commercial traveler, practically preventing him from carrying his sample trunks to small stations on the lines of road.

These papers are signed by thirty-one persons or firms at Dubuque and a large number of parties at Des Moines.

This morning the following circular was received:

CHICAGO, BURLINGTON & QUINCY R. R. CO.,
OFFICE OF THE GENERAL BAGGAGE AGENT.
CHICAGO, May 1, 1883,

TO SHIPPERS:

Taking effect May 15th, this company will make the following changes in local baggage tariff:

From 1 to 20 miles, 10 cents per hundred pounds.
From 21 to 30 miles, 15 cents per hundred pounds.
From 31 to 40 miles, 20 cents per hundred pounds.
From 41 to 50 miles, 25 cents per hundred pounds.
No charge of less than 25 cents will be made.
No package to weigh more than 250 pounds.

[Signed] M. B. STARRING,
Assistant General Baggage Agent.

Approved:
PERCIVAL LOWELL,
General Passenger Agent.

This circular is presumed by the Commissioners to be an agreed modification of the charges on baggage adopted by the Iowa pool lines on April 1st, and seems to be satisfactory to the complaining parties, except the clause that "No charge less than twenty-five cents will be made." They seem to feel that this should be fifteen cents. They reason in this way: The commercial travelers from the eastern cities only stop at the large towns, and, these not occurring very frequently, this charge of twenty-five cents is not oppressive.

The jobbing business of the Iowa towns is in the main done at the smaller stations, which are probably not more than seven miles apart. In passing the same distance the Iowa jobber would have his baggage handled seven times where an eastern man would once, and the ten cents difference would to many houses amount to five dollars per day.

Please inform the Board whether the rates in this circular as quoted above have been adopted by your company, and if so whether the Iowa jobbing trade is not entitled to a concession of ten cents in the minimum of charges.

Very Respectfully,

E. G. MORGAN,
Secretary.

Answers of the same tenor were received from all the companies to whom the circular was sent—the following only is published:

MILWAUKEE, May 28, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your circular of the 17th instant, I inclose copy of our latest excess baggage tariff. As to the provision that no charge less than twenty-five cents will be made, I beg to say:

First. The transportation of samples on baggage cars, on passenger trains, is an entire departure from the legitimate use of those cars, which is to carry the wearing apparel and personal effects of passengers. Samples are properly freight, and should be carried by freight or express service.

Second. The increase in the volume of samples has become a serious matter to the railway companies and their employes, on account of the time required to load and unload, and the weight and unwieldly size of the sample packages.

Third. The loading and unloading constitute a considerable part of the expense of transportation, and the short hauls on the commercial baggage increase the cost of its transportation beyond the ratio to the amount received for its carriage, which is predicated on an average of about fifty miles per trip.

The very fact stated, upon which the complaint is predicated, would justify an increase of the limit of twenty-five cents on the short trips, viz.: that the average trip referred to is seven miles.

Fourth. The amount charged under the tariff, when taken in connection with the amount carried free, is very much less than it would cost by any other mode of transportation. A commercial traveler willingly pays a hotel porter twenty-five cents for carrying his baggage from the wagon to his room, while he objects to the tariff of a railway company which carries two hundred pounds free and one hundred pounds additional for twenty-five cents.

Fifth. On the short trips of seven miles, the commercial traveler pays fare fourteen cents, and for three hundred pounds of baggage twenty-five cents; total, thirty-nine cents. This is as low a rate for the service as can be claimed on any ground. The railway companies

cannot certainly be asked to equalize such disadvantages as those stated in the complaint unless their rates are excessive or unreasonable, which is clearly not the case.

Sixth. The railway companies would be much better off if they did not carry a pound of excess baggage on passenger trains. The volume has so greatly increased that it is a serious question whether they will not be forced to cut off the excess baggage entirely.

Yours truly,

ROSWELL MILLER,
Assistant to Manager,
Chicago, Milwaukee & St. Paul Railway.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY

EXCESS BAGGAGE TARIFF.

Taking effect June 1, 1883.

MILES.		Rate per 100 pounds.	MILES.		Rate per 100 pounds.	MILES.		Rate per 100 pounds.	MILES.		Rate per 100 pounds.
From	To		From	To		From	To		From	To	
1	30	.15	281	290	1.45	521	530	2.65	761	770	3.85
31	50	.25	291	300	1.50	531	540	2.70	771	780	3.90
51	60	.30	301	310	1.55	541	550	2.75	781	790	3.95
61	70	.35	311	320	1.60	551	560	2.80	791	800	4.00
71	80	.40	321	330	1.65	561	570	2.85	801	810	4.05
81	90	.45	331	340	1.70	571	580	2.90	811	820	4.10
91	100	.50	341	350	1.75	581	590	2.95	821	830	4.15
101	110	.55	351	360	1.80	591	600	3.00	831	840	4.20
111	120	.60	361	370	1.85	601	610	3.05	841	850	4.25
121	130	.65	371	380	1.90	611	620	3.10	851	860	4.30
131	140	.70	381	390	1.95	621	630	3.15	861	870	4.35
141	150	.75	391	400	2.00	631	640	3.20	871	880	4.40
151	160	.80	401	410	2.05	641	650	3.25	881	890	4.45
161	170	.85	411	420	2.10	651	660	3.30	891	900	4.50
171	180	.90	421	430	2.15	661	670	3.35	901	910	4.55
181	190	.95	431	440	2.20	671	680	3.40	911	920	4.60
191	200	1.00	441	450	2.25	681	690	3.45	921	930	4.65
201	210	1.05	451	460	2.30	691	700	3.50	931	940	4.70
211	220	1.10	461	470	2.35	701	710	3.55	941	950	4.75
221	230	1.15	471	480	2.40	711	720	3.60	951	960	4.80
231	240	1.20	481	490	2.45	721	730	3.65	961	970	4.85
241	250	1.25	491	500	2.50	731	740	3.70	971	980	4.90
251	260	1.30	501	510	2.55	741	750	3.75	981	990	4.95
261	270	1.35	511	520	2.60	751	760	3.80	991	1000	5.00
271	280	1.40									

Ordinary passengers will be allowed 150 pounds of baggage free for each whole ticket. Half tickets, 75 pounds free. Those holding commercial traveler's tickets will be allowed 200 pounds free.

When the amount to be collected in accordance with the above tariff is less than twenty-five cents, a collection of twenty-five cents will be made.

The rate for any distance less than thirty-one miles is fifteen cents per 100 pounds.

When the fraction is five pounds or over call it ten, when it is under five call it 0. Also the amount collected should, in like manner, end in 0 or 5.

A. V. H. CARPENTER,
General Passenger and Ticket Agent.

D. M. CHRISTIE,
General Baggage Agent.

CHICAGO, June 7, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners:*

At a meeting of the General Managers and General Passenger Agents of the following lines, viz: Chicago, Burlington & Quincy; Chicago & Northwestern; Chicago, Milwaukee & St. Paul; Chicago, Rock Island & Pacific; Missouri Pacific, and Wabash, St. Louis & Pacific, held at Commissioner Midgley's office, in this city, on the 29th ultimo, the following action was taken regarding the "Excess Baggage Tariff," and I was, at said meeting, directed to communicate with your Board concerning the action.

"Resolved, that, taking effect June 1st ensuing, the agreement regarding excess baggage be so modified that the following rates per one hundred pounds shall be charged:

For one to thirty miles.....15 cents per cwt.

For thirty-one to fifty miles.....25 cents per cwt.

It being understood that the minimum charge shall not be less than twenty-five cents."

The General Managers very carefully considered the matter, and taking into account all the circumstances attending the transportation of excess baggage, they feel that the rates to take effect the 1st instant, are as low as the lines can afford to carry at.

The trouble seems to be that the tariff of rates of April 1st and May 1st (complained of in your circular of May 17th) is compared to the standard of a year ago, when there were really no rates at all. At that time jobbers generally throughout the country procured extra baggage books for their traveling men at mere nominal price, less than one-half (½) cent per one hundred pounds per mile. This rate was much below any possible standard that would be generally considered fair, by which to gauge what the charges on extra baggage should be.

The amount carried had so greatly increased, and, taking into consideration the time required to load and unload and the weight and unwieldly size of sample packages, the railroad companies felt themselves obliged to agree to advance the rates so as to enable them to secure a reasonable compensation for doing the business, and the rates agreed on are hardly in proportion to what express or even freight rates would be on the same class of freight.

It is generally conceded that the expense of handling the baggage, so far as loading and unloading is concerned, is just as great for the short hauls as for the long, and when you consider that, for a trip of seven miles the commercial traveller is charged fourteen cents for fare and twenty-five cents for three hundred pounds of baggage, making a total of thirty-nine cents, it does not seem as though any just ground for complaint exists.

The railroad companies are all interested in helping to build up the jobbing trade of the States of Illinois and Iowa, and they will not take any action liable to cripple the jobber, for the latter's prosperity will certainly be shared by them; but, at the same time, they feel that they are entitled to a reasonable compensation for services performed. Hoping that the action of the roads in this matter will meet the approval of your Honorable Board, I am,

Very truly yours,

GEO. M. BOGUE,
Arbitrator.

DECISION OF COMMISSIONERS.

A paper bearing date April 29th, signed by thirty-one manufacturers and jobbers doing business at Dubuque, was filed in the office of the Commissioners. Similar papers from Des Moines and other towns also appeared.

This paper complains that the rate on the baggage of commercial travelers has been so increased as to be practically prohibitory. This tariff went into effect on April 1st, and was subsequently modified about May 1st. On the sixteenth of May a committee consisting of Messrs. White, Harbach and Bentley, of Des Moines, appeared before the Board, and expressed themselves satisfied with the tariff of May 1st, except the one item, viz:

that "no charge for handling a single package for any distance shall be less than twenty-five cents." This Board addressed a circular to all the railroad companies operating lines in the State and have received replies, and in addition a letter from Hon. George M. Bogue, Arbitrator of the Southwestern Railway Association, in which he says that at a meeting of the General Managers and General Passenger Agents of the lines represented in Iowa on the 29th day of May, it was "resolved that taking effect June 1, ensuing, that the agreement regarding excess baggage be so modified that the following rates per one hundred pounds be charged: For 1 to 30 miles, 15 cents per cwt.; for 31 to 50 miles, 25 cents per cwt.; and that no charge shall be less than 25 cents."

He also says "that extra baggage books were sold under the standard of a year ago at less than one half cent per one hundred pounds per mile," and that the rate was much below any possible standard that could be considered fair. The result of this has been to increase the volume of extra baggage to such an extent as to lead to the consideration of excluding from passenger trains any amount of excess of two hundred pounds. The time required to load and unload, the weight and unwieldy size of the sample packages, compel them to advance the rates or do something to lessen the amount.

The Commissioners find that under the rulings of the courts the samples of traveling salesmen are not regarded as baggage, and that they may be properly confined to freight trains. They conclude that a fair rate if allowed on passenger trains would be the charges made to the express companies for freight carried in passenger trains. This averages from one and one half to twice first-class rates. The rate of merchandise under the tariff of 1875 was, for seven miles, about fifteen cents per one hundred pounds. We think this a fair standard by which to measure the value of this service, and it should be acceptable to both parties. As the rates made in the excess baggage tariffs furnished us by the railroad companies do not exceed this we do not think it necessary to interpose.

Des Moines, Iowa, June 30, 1883.

SHEPARD & CARPENTER, IOWA CITY, IOWA, *Complainants*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC AND BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAYS, *Respondents*.
} *Discrimination.*

Filed May 15, 1883.

IOWA CITY, IOWA, April 15, 1883.

To His Excellency, Governor Buren R. Sherman:

We would respectfully call the attention of your Excellency to the great discrimination in freight rates on our principal railroads, which works very injuriously to the interests of all towns and cities where there are no competing lines, so much so that it has a tendency to drive away and almost destroy the business interest of some places. In this city, for in-

stance, some of our wholesale houses have declared their intention of leaving the place on that account, and one of them is now preparing to leave, as they can get no concession from the railroad, but they coolly inform them "you had better go where there is competition.' We would respectfully suggest the appointment of some one on the Commission who has some knowledge of shipping and the discriminations made, as it is a fact well known to all business men that freight has been, and now is, shipped to extreme points of the State at much less rates than it is close to shipping points. As this matter is being agitated in other states, and as we are constantly feeling the bad effects in our business, we have taken the liberty to address you on this subject. The railroads are common carriers, and when they use their power to build up some places at the expense of others, it seems a very unjust discrimination.

Very respectfully yours,

SHEPARD & CARPENTER.

Respectfully referred to Board of Railroad Commissioners, with request that they give this important matter early and careful attention.

B. R. SHERMAN.

DES MOINES, IOWA, May 15, 1883.

MESSRS. SHEPARD & CARPENTER, *Iowa City, Iowa:*

GENTLEMEN—Your favor of April 14th to His Excellency, the Governor, was this day referred to this Board with a request that it be investigated. The Commissioners do not understand to what railroad company you refer, nor to what specific kind of merchandise.

They therefore instruct me to ask you to give them a statement of the matters of which you feel aggrieved. Your charges are general; please make them specific.

Very respectfully,

E. G. MORGAN,
Secretary.

CHARLES T. DOYLE, PANORA, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent.*
} *Detention of household goods.*

Filed May 21, 1883.

PANORA, IOWA, May 21, 1883.

HON. L. S. COFFIN, *Iowa State Railway Commissioner, Ft. Dodge, Iowa:*

DEAR SIR—Myself vs. Chicago & Northwestern Railway Company, claim for detention of household goods at Cedar Rapids, Iowa, (addressed Mrs. L. S. Swanton, care of Charles F. Doyle, Panora Iowa,) from November 29, 1882, until December 22, 1882. Having failed in getting any satisfaction from the above company, after a long and tedious delay, I have been awaiting the appointment of Hon. James Wilson's successor on your Board, to make complaint to your honorable body, and to request your aid toward getting an equitable adjustment of my claim.

If necessary, shall appear before your Board at Des Moines with ample proof of every fact set forth herein, and in my complaint to the officials of the Chicago & Northwestern Railway Company.

The facts are these: I am a Canadian, and came west in November, 1881, intending to locate at Cedar Rapids, in business with the Cedar Rapids Insurance Company. Shortly after arriving there I found that concern to be simply an organized band of legalized swindlers, and so abandoned the idea of connection with them. Meanwhile household goods had arrived from Canada at Cedar Rapids, and remained there while I was looking up a location and acting as special agent of the Hawkeye Insurance Company, of Des Moines. In June, 1882, I had furniture removed from Cedar Rapids depot, or freight house of Chicago & Northwestern Railway, and placed in storage with G. D. Merryman, of Cedar Rapids. Towards end of November (29th) Merryman delivered goods at Cedar Rapids station of Chicago & Northwestern Railway, addressed as above, to Panora. The Chicago & Northwestern agent at Cedar Rapids, it appears, refused to forward them without prepayment. Merryman did not advise me of that requirement until December 11, 1882, in answer to my letter asking cause of delay, dated December 7, 1882. The message ran as follows:

"Cedar Rapids, December 11, 1882. Charles T. Doyle: I delivered your goods to the depot Monday, November 20th. The freight will have to be prepaid. The agent has telegraphed to find out wnat the charges will be; then I will let you know. G. D. Merryman 37, collect."

Immediately on the receipt of which I wrote the freight agent, Cedar Rapids, inclosing a stamped envelope for answer, asking amount of charges, which I stated would be sent him or paid at Jefferson, as he wished; mailed letter by evening mail north December 11, 1882. He made no answer up to evening, December 14, 1882, when I sent following message:

"Freight agent C. & N. W. R'y, Cedar Rapids, please wire your Jefferson agent about household goods immediately. Revere House, there to-night.

"CHAS. T. DOYLE.

"13 paid thirty-one cents."

I drove to Jefferson after sending that message, and about 1.30 P. M., 15th December, 1882, called on Jefferson agent C. & N. W. R'y to find he had no advice *re* my goods from Cedar Rapids office. He had received of Cedar Rapids office asking him on 29th, 1882, to name the rate for household goods Jefferson to Panora, and of prompt answer twenty-nine cents per hundred. Jefferson agent kindly offered to help me out, without the expense of my going to Cedar Rapids for goods, and I then proffered him advance payment there of charges at proper rates upon the receipted bill of the weight of same goods and charges to Cedar Rapids. He declined accepting such advance payment, stating as reason that he did not want to be blamed for any future delay. He, however, immediately asked Cedar Rapids agent (15th instant, P. M.)) for advice *re* charges on my goods. I waited vainly for answer until nearly night, when Jefferson agent reported no reply, so I left. Returned next day. 16th December, to Jefferson depot about 1.30 P. M. Still no advice from Cedar Rapids. Then at 1.35 P. M., 16th December, I handed Jefferson operator following message:

"R. H. Jones, Maxwell & Jones, Cedar Rapids, Iowa. Kindly see freight agent Northwestern Railway immediately. Wire answer here why my goods have lain there over fortnight. He won't answer letter or telegrams.

"CHAS. T. DOYLE."

"28 paid ninety-five cents."

To which I again waited for reply until 3.50 P. M., at Jefferson depot. None came. Then I sent the following repeated message:

"December 16, 1882, freight agent C. & N. W. R'y, Cedar Rapids, Iowa. See letter eleventh instant about household goods. Please answer Panora immediately.

"CHAS. T. DOYLE."

"11 paid sixty-five cents."

I then left Jefferson depot for home (Panora), but was overtaken by a messenger about an hour later, saying they had advice from Cedar Rapids, upon which I returned to Jefferson depot. Agent there reported Cedar Rapids agent's answer to be "waiting for advice *re* rate on household goods, Jefferson to Panora." That information he got from Jefferson office, November 29, 1882, nearly three weeks before. Then I went home, and on following Monday, 18th, received following message:

"CEDAR RAPIDS, 16th, 1882.

"C. F. DOYLE, *Panora:*

"Will forward goods as soon as Merryman prepays freight.

"G. A. STEVENS.

"25, collect."

Thus exasperated beyond endurance, I answered the above message thus:

"PANORA, December 18, 1882.

"A. D. STEVENS, *Chicago & Northwestern Railway, Cedar Rapids, Iowa:*

"Damages follow your infamous inaction regarding my goods. Finally, I demand delivery at Jefferson, tomorrow night.

"CHAS. T. DOYLE.

"16, paid."

Then I again drove to Jefferson, and on the 19th of December again called on Mr. Lumelin, Chicago & Northwestern agent at Jefferson, and again proffered him advance payment of charges, whatever he would name. Again he declined payment, but ordered goods on to Jefferson, and assured me they would finally come by Christmas, to Panora. Then I made formal complaint of this gross outrage, setting forth in detail every fact. The annoyance, expense and loss of time I had suffered by reason of Cedar Rapids agent's contemptuous, overbearing and exasperating conduct, and mailed it, registered, at Jefferson, December 20, 1882. Arriving home, on Saturday, 23d of December, 1882, I received the following message, inspired by Cedar Rapids' agent, when he found there was to be a future to this gross outrage, finally giving information wanted:

"CEDAR RAPIDS, 18th, 1882.

"CHAS. T. DOYLE, *Panora:*

"The charges on your goods are sixteen seventy.

"G. D. MERRYMAN.

"9, collect 25 cents."

Finally, goods arrived here Christmas morning, after I had lost nearly a month's time in a busy season in my business in hand. After I had had my household of five cooped up in a small hotel for twenty-five days, with wife and child ill most of the time, and the former worrying constantly about detention of goods, besides paying rent for a vacant house from December 1st.

About January 7th I received, in view of the facts, the following weak and imbecile defense of his agents' dumb indifference to duty, from Superintendent Whitman:

SUPERINTENDENT'S OFFICE, CHICAGO & NORTHWESTERN R'Y COMPANY, IOWA DIVISION, CLINTON, IOWA, January 5, 1883.

"CHAS. T. DOYLE, ESQ., *Panora, Iowa:*

"DEAR SIR—Your registered letter of December 18th was received on the 23d. I at once commenced an investigation to determine the cause of delay to your household goods. I find the goods were delivered to agent, Cedar Rapids, November 29, 1882, and no receipt issued, for the reason that it would have been in direct violation of the instructions of our general freight department, which are as follows: 'Hereafter freight charges on household goods, in less than car loads, destined to points beyond the line of our road, east or west of Chicago, beyond Council Bluffs or Omaha, or junction with connecting lines in Illinois and Iowa, must be prepaid to ultimate destination. No guaranty will be accepted in lieu of prepayment.' At the same time that the goods were received the agent at Cedar Rapids telegraphed agent at New Jefferson, asking rate New Jefferson to Panora. Also again on December 6th or 8th, and on December 16th he received a message from agent New Jefferson as follows: 'Have you any goods for C. T. Doyle? If so, forward them to me at once.' To which the agent at Cedar Rapids replied that he would as soon as he could collect charges.

In the meantime the agent had explained to you the cause of delay; also on December 11th Merryman explained that goods were held awaiting prepayment; and up to December 22d you had made no arrangements to prepay the freight, and the agent concluded to take the risk upon himself and forward the goods, which he did. This was done by the agent at Cedar Rapids to assist you. He had done all he could, even violating instructions. Had you arranged with Merryman, or anyone else, to have paid the charges, as you should have done, the delay would have been avoided. The agent at New Jefferson did all he could, as you admit. He had no knowledge of the goods, and no payment was made or offered for telegraphing for the information, all of which was requested by you. The agent at New Jefferson had no right to receive prepayment of freight and obligate company for Cedar Rapids business. I must say that everything was done by the agent that could be, and believe you will come to the same conclusion after thinking the matter over. Of course, it must have been very perplexing to you, as it has been annoying to us.

"Yours truly,

"J. M. WHITMAN,

"*Superintendent.*"

"P. S. On December 30th I acknowledged the receipt of yours of 18th, and stated that I was investigating the matter."

Portions of the above letter are not only grossly untrue, but simply add insult to injury to a patron of his road, who has been sacrificed and robbed by the offending agent, only to find the higher officials of the C. & N. W. R'y posing as accomplices after the fact to such robbery. In no other country claiming to be civilized would such an outrage be condoned and defended by respectable superintendents of a reputable road. I have claimed damages at $300, which is well within the amount lost by reason of such detention of goods.

The General Superintendent at Chicago has been advised by me of the matter in detail. He promised fairly enough that a thorough investigation would be made at his hands, "to find out just who is right," and referred all the papers to his General Claim Agent Richards. The latter advised me, January 27th, 1883, that the papers had all been referred to him; that he would investigate; and when he had arrived at a conclusion would advise me. Have frequently written him and the General Superintendent since, who ignore every letter and remain as dumb as the pyramids. May I ask your advice in this matter, after you have considered the facts set forth herein and sworn to in my original complaint to Whitman, as to whether it is a case coming within your jurisdiction, and if so whether your Board have power or inclination to aid me in my simple fight for my rights, and for principle, against what appears to me to be a combination of thieves, who laugh at law and justice? I want to know if a law-abiding alien has any rights which railway companies can be made to respect, outside the courts, as within that circle the longest purse invariably wins here.

In "HOME AND CONTINENTAL ECHOS," published in "Traveler" herewith, you will find a few testimonials, speaking for themselves, to any of whom I would respectfully refer you as to myself.

Respectfully awaiting your convenient reply, yours faithfully,

CHAS. T. DOYLE.

FORT DODGE, May 14, 1883.

CHAS. T. DOYLE, ESQ.:

DEAR SIR—Your registered letter of May 8th I find on my return from Des Moines, and beg to say I shall be detained at home and in this part of the State this week. When I return to Des Moines I will take it with me and lay it before the Board. The Commissioners will at once give attention to it, and take such action as their powers and duties will allow. If it is within their province, rest assured they will do all in their power to help you adjust the difficulties.

Yours truly,

L. S. COFFIN.

DES MOINES, May 25, 1883.

MARVIN HUGHITT, ESQ., *General Manager Chicago & Northwestern Railway, Chicago, Ill.:*

DEAR SIR—I enclose herewith the original papers in the complaint of Charles T. Doyle, Panora, Iowa, against your company. There is only one point on which the Board desire information, and that is, whether your agent at Cedar Rapids ascertained on November 29th, or at any time before December 18th, the charges on Mr. Doyle's goods from Cedar Rapids to Panora, and if so whether he neglected or refused to furnish him such information as would enable him to pre-pay his freight.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, May 30, 1883.

E. G. MORGAN, ESQ., *Secretary Railway Commissioners, Des Moines, Iowa:*

DEAR SIR—Your letter of the 25th instant. enclosing a complaint from Mr. Chas. T. Doyle, Panora, Iowa, is received. On the presentation of the goods in question for shipment, the agent at Cedar Rapids informed one Merryman, who delivered the goods, that they could not be forwarded unless the charges were prepaid to destination. Mr. Merryman neglected to advise Doyle of the fact until the 11th of December, two weeks after the delivery of the goods to the railway company. On receipt of Mr. Doyle's inquiry as to the rate, the agent promptly telegraphed to Jefferson for the through rate. Owing to some error, the reply from the Jefferson agent was not delivered at Cedar Rapids, being lost in transmission. The Cedar Rapids agent simply obeyed instructions governing such cases, when he declined to forward the goods without prepayment of charges. So far as I am able to learn, Mr. Doyle made no effort to have the charges prepaid at Cedar Rapids, but wasted his time telegraphing for his goods. As to Mr. Doyle's complaint that the agent at Jefferson declined to receive the charges, I beg leave to say that his declination to receive the money was entirely proper, as he had no knowledge of the weight of the goods. In my opinion, Mr. Doyle has no just foundation for his complaint, the delay in the arrival of his goods being entirely the result of mismanagement on his part. His letters on this subject, addressed to several officers of this company, have been politely answered, but his claim could not be entertained. I return Mr. Doyle's letter.

Very truly yours,

M. HUGHITT.

DES MOINES, IOWA, June 5, 1883.

MARVIN HUGHITT, *General Manager, Chicago:*

DEAR SIR—Your letter of May 30th received. It does not, however, answer the only question asked. Mr. Doyle states that on November 29th the record at Jefferson shows that your Cedar Rapids office asked the Jefferson office the rate from Jefferson to Panora on household goods, and that an immediate answer was sent, "twenty-nine cents per one hundred pounds."

The Commissioners asked first if this was true; second, if it is true,

whether your agent neglected or refused to furnish such information as would enable him to pre-pay the freight until December 18th.

Respectfully,

E. G. MORGAN,
Secretary.

"CHICAGO, June 7, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your favor of the 5th of June is received. In reply, I beg leave to say that if you will carefully review my letter of the 30th ultimo. you will see that our agent at Cedar Rapids did not receive an inquiry from Mr. Doyle as to the rate to Panora until December 11, instead of the 29th of November, as stated in your letter. On receipt of Mr. Doyle's letter, our agent promptly telegraphed to Jefferson to ascertain the through rate. This despatch was received and answered by the Jefferson agent, but the reply was not received at Cedar Rapids, being lost in transmission. Our agent certainly did not *refuse* to furnish Mr. Doyle with the information necessary to enable him to prepay the freight charges on his goods. He simply did not know what the rate was, and awaited the proper information from Jefferson.

Very truly,

M. HUGHITT.

DECISION OF THE COMMISSIONERS.

Charles T. Doyle, residing at Panora, Guthrie county, had stored with G. D. Merriman, at Cedar Rapids, his household goods On the 29th of November, 1882, Mr. Merriman delivered the goods at the station of the Chicago & Northwestern Railway Company in Cedar Rapids, consigned to Mr. Doyle, at Panora. The agent of the C. & N, W. R'y at Cedar Rapids refused to give a receipt or forward the goods to Panora without prepayment of freight. Mr. Merriman. on December 11th, notified Mr. Doyle of this requirement in answer to inquiry as to the cause of delay, and further says that the agent has telegraphed to find out what the charges will be.

On December 15th Mr. Doyle tenders the agent of the C. & N. W. R'y at Jefferson the freight on his goods, provided he will give him a receipted bill of the weight and charges from Cedar Rapids. On December 16th the agent fo the C. & N. W, R'y at Cedar Rapids telegraphs for rate on household goods from New Jefferson to Panora. On December 18th he telegraphs Mr. Doyle that he will forward goods as soon as Mr. Merriman prepays the freight. On December 18th Mr. Doyle again tenders the freight charges to the agent at New Jefferson, which he declined. On December 23d Mr. Merriman telegraphed Mr. Doyle that the charges on his goods are sixteen dollars and seventy cents. The goods arrived at Panora December 25th.

The time consumed after the goods were delivered by Mr. Merriman at the Cedar Rapids freight house was twenty-six days; they were actually two days in transit. For this twenty-four days' delay Mr. Doyle claims of the railway company three hundred dollars' damages.

A rule seems to have been in operation at the time on the C. & N. W. R'y: "That household goods in less than car load lots destined for points on connecting lines in Illinois and Iowa must be prepaid to ultimate destination no guarantee will be accepted in lieu of prepayment."

To determine the question it is first necessary to ascertain whether the company had the right to refuse, as they did, to receipt for the goods and forward them until charges were prepaid.

Hutchinson on Carriers, section 116, page 91, lays down this rule: "While the law compels the carrier, from motives of public policy, to deal with all persons, and leaves him no choice as to his customers, it does not bind him to deal on credit, and he may demand the price of his labor before it is performed."

Angell on Carriers, chapter 5, section 124: "But in order to render a carrier liable in an action for refusing to take charge of goods, there must be tendered him a reasonable compensation. Indeed no person is a common carrier in the sense of the law who is not a carrier for hire, and it is the reward which renders him liable. As Lord Coke says: 'The carrier hath his hire, and thereby implicitly undertaketh the safe delivery of the goods delivered to him.'"

From these declarations of the doctrine laid down it does not appear that the rule adopted by the C. & N. W. R'y Co. is repugnant to the common law. The statement of Mr. Doyle is, that on December 15th he tendered the agent of the company at New Jefferson, a station on the line of the road, and where the goods would be transhipped, the amount of the "charges at proper rates upon the receipted bill of the weight of same goods, and charges to Cedar Rapids," and on the 19th proffered him advance payment of charges, "whatever he would name." It does not appear from anything before the Commissioners that a tender to this agent would affect the case one way or the other, and they would hardly regard this as a tender of prepayment, this agent being intermediate, and having no control of the goods other than to forward on another line on receipt, and had no right to receive prepayment of freight and obligate the company for Cedar Rapids business, that being entirely out of the line of his duties.

From the statement of the case, as made by Mr. Doyle (these papers not having been sent to the company), the Commissioners do not see that a claim for damages can be sustained. Had Mr. Doyle, through his agent, Mr. Merriman, tendered the charges to the Cedar Rapids agent, the company would have been in fault had they then held the goods. It seems to the Commissioners that there was unnecessary delay in ascertaining the amount of these charges; but as there was no effort to pay them at the only point where they could properly be received, we have not felt it our duty to inquire whether there was any explanation that could be offered.

We have never hesitated to condemn in specific terms the negligence of the station agent, and have expressed our views repeatedly, but in this case it does not appear that the party complaining used due diligence.

Des Moines, June 14, 1883.

PANORA, IOWA, June 23, 1883.

E. G. MORGAN, ESQ., *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have to acknowledge with thanks copy of your Board's decision *in re* my complaint against Chicago & Northwestern Railway Company, and to briefly refer you to several important points seemingly not considered, or at least not referred to, in your decision.

First. The fact that the Cedar Rapids agent was advised on November 29th (the day goods were delivered to him) by the New Jefferson agent the rate from Jefferson to Panora, twenty-nine cents per 100.

Second. The failure of the Cedar Rapids agent to acknowledge receipt of my letter to him of December 11th, asking him to name amount of charges to be remitted to him or paid at Jefferson, whichever he advised, although I enclosed a stamped and addressed envelope for his reply.

Third. Cedar Rapids agent's failure to answer subsequent telegrams of myself or New Jefferson agent by a simple statement of charges.

There was clearly repeated efforts on my part to get Cedar Rapids agent to name the amount of charges, which I was only too eager to pay at the proper point. There was clearly due diligence on my part, extending over nearly two weeks, in trying to get Cedar Rapids agent to so advise me.

By no process of honorable reasoning can his failure to respond be justified by the company or by your Honorable Board, but it seems the lot of the people to be thus sacrificed and robbed by railway companies and their employes here in Iowa, where no fair administration of justice prevails and where the people have correspondingly small confidence in obtaining justice in her courts. With thanks for your enclosure of decision of your Board,

Yours faithfully,

CHAS. T. DOYLE.

MRS. PATIENCE GOODWIN, TRAER, IOWA, *Complainant*,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY, *Respondent*.

Detention of baggage.

Filed May 30, 1883.

TRAER, May 26, 1883.

DEAR SIR—I take the liberty to address a few lines to you to make my case plain to you. I will just say, I have been wronged and I appeal to you for justice. I started from Washington, Kansas, April 3d, bought my ticket for Cedar Rapids, Iowa, and had my trunks checked for that place, and when I called for them they told me they were not to be found. They took the numbers of them and said when they came they would send them to Traer. They did not come, so I got the agent here to see if he could find them, and after a long search and much delay, they were found at Columbus Junction and sent here. When they came there was three dollars and thirty cents charges on them. Now please let me know if they have a right to it. I am told they have not, and that I can get damages for their being detained. As I said, I started the 3d and got here the 4th of April, and my trunks got here the 19th. I have written to the Junction for him to refund the money, and got a reply that I was mistaken, that there were no such trunks there in April. Now to convince you there was I send you the number of the checks. I trust you will not see an old widow wronged that is seventy-two years old and penniless in her old age. Please let me hear from you.

Respectfully,

MRS. PATIENCE GOODWIN.

Receipt of the above complaint was acknowledged, and a copy was sent to Hugh Riddle, President Chicago, Rock Island & Pacific Railway, requesting him to investigate the matter, and report why the charges were made as alleged. Complainant was also asked whether these charges were for storage or for over weight, and if the trunks were checked to Cedar Rapids. Complainant replied as follows:

TRAER, IOWA, June 1, 1883.

DEAR SIR—Yours of the 30th ult. was duly received, and I will answer your questions the best I can. I bought my ticket at Washington for Cedar Rapids, and my trunks were checked for the latter place. I have been here to the depot to see the agent and get a copy of the bill that came with the trunks, but he had sent it back to the Junction with the money. He says, however, that he knows it was for storage.

Yours respectfully,

PATIENCE GOODWIN.

CHICAGO, June 14, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Concerning your letter of May 30th, addressed to our late President, Mr. Riddle, and referring therein to a letter you have received from Mrs. Patience Goodwin, of Traer, Iowa, a copy of which you enclose. This matter has been thoroughly investigated and I find that this company did not check this lady's baggage, and consequently could not have made any misrepresentations concerning it. The baggage was received by us at Kansas City, April 3d, train No. 2. It bore the check of the Central Branch of the Union Pacific Railway, number 28 and 91, and was tagged for Columbus Junction, Iowa, and it was promptly delivered to that point by us. The agent who checked the baggage at the station on the C. B. of the U. P. R'y. undoubtedly told the lady that he had no checks for Traer, Iowa, and that the best he could do for her, would be to check it to the Junction point of the Burlington, Cedar Rapids & Northern Railway with us, which was Columbus Junction, but being a very aged lady as you state, she very likely became confused, and did not remember what was told her. The charges spoken of are ours and are the regular rates for storage, charged on all baggage, which is not claimed within twenty-four hours after its arrival. The baggage laid at Columbus Junction several days, until Mr. B. F. Mills, General Ticket and Passenger Agent of the B., C. R. & N. R'y wired us for it, when it was promptly forwarded to Cedar Rapids. Considering the age of the lady, and to make her as happy as possible, I inclose you herewith a check for $3.30, the amount of such charges, which I will ask that you kindly forward to her with your reply.

Yours very truly,

E. ST. JOHN,
General Ticket and Passenger Agent.

Receipt of the above letter was duly acknowledged and the draft promptly forwarded to Mrs. Goodwin.

J. N. SMITH, FAIRFIELD, IOWA, *Complainant*,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent*.

Propounding questions.

Filed March 31, 1883.

FAIRFIELD, IOWA, March 28, 1883.

Board of Railroad Commissioners:

GENTLEMEN—Please answer some questions for me and oblige: 1. Have railroads in this State the right to pool their earnings at a competing point and hold a higher rate of freight from that point than other points at a greater distance? Say, for a car of cattle or hogs from this station is $47.50 to Chicago, and west of this place they make a rate with shippers of live-stock at $40, outside of this pool here but in this State, with a still greater distance to haul.

2. Have they a right to furnish large cars at a station and charge the same price for smaller ones, where there is a difference in capacity of two thousand pounds per car?

3. Where large cars are furnished to carry stock east, have they a right to refuse to send large cars west, when the shipper pays them their tariff rate? For instance: I wanted to ship hogs to Ottumwa from here or from stations near by, and the stock cars were there ready for loading, and if I wanted to ship to Chicago it would be all right in the large cars; but to Ottumwa they refused to take my stock in large cars, and I had to hold it until they furnished small ones. There is so much difference in the size of the cars that the shipper cannot tell how to gauge his loading to good advantage, unless he knows what size his car is going to be.

4. When a shipper has but one car of cattle he is not entitled to a pass according to their rules. Is it his duty to pay his way, or is it the duty of the company to take charge of the cattle and see that they go in good order?

5. What is the proper length of time a shipper should have to load a car of grain and unload, after notice is given him?

Please give me your opinion, so I may be posted.

Yours respectfully,

J. N. SMITH.

A copy of Mr. Smith's letter was sent to T. J. Potter, General Manager Chicago, Burlington & Quincy Railroad, with a request for his views on the subject, and he replied as follows:

BURLINGTON, IOWA, June 4, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa.*

DEAR SIR—Answering your favor of the 31st ult., regarding questions asked by J. N. Smith, of Fairfield, I would say: Mr. Smith asks, "Have railroad companies in this State (Iowa) a right to pool their earnings at competing points?" This is a question for the Railroad Commissioners to decide, and I suppose they hardly expect us to decide it, but it may be well to remark that so long as the rates charged are reasonable and all parties are treated alike, it is difficult to see how any one is injured by the practice of pooling. In fact it seems to be a better condition of things for the shipper than a competition under which different rates are likely to be made to different individuals, and the rates charged are measured by the size of the shipment and the desire of the competing roads to punish each other. Second: "Have

they, the railroads, a right to charge $47.50 on stock from Fairfield, and $40 a car from points west of Fairfield?" To this it may be replied that so long as no one at Fairfield is injured by such practice, no one has a right to complain. Competition sometimes renders it necessary to temporarily reduce rates at a given point, while no reductions are necessary at others, and while we deprecate the necessity for such action, we do not in such cases intend to injure any locality or individual, and in case of such apparent injury, shall always be willing to adjust the rates so as to remedy the complaint. As a matter of fact, however, we have no rate of $40 at any point west of Fairfield, and if this is intended as an accusation against us, it is untrue. Third: "Have they, the railroads, a right to furnish large cars for Chicago shipments, and compel parties shipping to Ottumwa to use small cars?" I think we have the right to do this, for the reason that the haul to Ottumwa is so short that hogs will bear some crowding, while for the long haul to Chicago more room should be given. It is the universal practice to use large cars for the long haul, and while we have very few small cars, and are seldom obliged to furnish them for any business, it is perfectly proper on humane as well as on business grounds to give the longer shipment the larger car. Fourth: "When a shipper has but one car of stock and is not entitled to a pass under the rules, is it his duty to buy a ticket and care for the stock, or is it the duty of the company to take charge of the stock and see that it goes through in good order?" Or, in other words, does the company in refusing to give the shipper a pass, when care is required for the stock, assume the responsibility of loss? The answer to this is that the care of live stock in transit, that is, the feeding, watering, etc., is the business of the owner and not of the carrier; that the carrier is bound to guard the stock against damage by accident to trains, but not against the effect of the weather, the physical condition of the animals, or the injury they may do each other.

The shipper may or may not accompany the stock, at his option. If he ships two cars the railroad furnishes him transportation gratis. We hold that this is voluntary, and not obligatory, and that in the case of shipment of one car no passes should be given. It is notorious that even under the present practice of giving a pass with not less than two cars, the railroads are constantly being swindled out of fares. Parties will ship two cars of hogs, and sell the permission to accompany them. The hogs receive no attention from such parties, and the road is defrauded out of the price of a ticket. Fifth. What is the proper length of time a shipper should have to load and unload a car of grain after notice? The proper place for the loading and unloading of grain is at the elevator, which is the legitimate depot of the company for that purpose, just as its freight house is the legitimate depository for merchandise. A car of grain can be loaded or unloaded at an elevator in a couple of hours, and we hold that no person has the right to demand and retain the use of our cars for a longer time to unload on track without compensation. In practice, however, no such rule is enforced, nor is there any standard rule in force by all roads. The general rule is that no extra charge is made for track loading or unloading when shippers use due diligence, or when there is no pressing demand for cars. It is easy to see that no absolute rule can be laid down which would be fair to both the public and the roads, under any and all circumstances, and the fifth question, as put, cannot be satisfactorily answered.

Very truly yours,

T. J. POTTER,
General Manager.

DES MOINES, June 12, 1883.

J. N. SMITH, ESQ., *Fairfield, Iowa:*

DEAR SIR—In reply to your letter of the May 28th, the Board instruct me to say in answer to your first question that section 1297 of the Code positively forbids pooling and prescribes a penalty as punishment for the same. This applies to all railway commerce in the State of Iowa. Whether it applies to inter-state commerce is a question that they understand has never been ju-

dicially determined, but would infer from the holding of our Supreme Court in the case of *John A. Carton vs. Illinois Central Railroad*, American and English R. R. cases, Vol. 6, page 305, that they would probably hold that the State could not control pooling where the hauling was from a point within the State to a point without the State.

Question 2. Have the railroads a right to charge $47.50 per car for cattle and hogs from Fairfield to Chicago and $40 per car from stations west on the same line of road, with a greater distance to haul? The officers of the Chicago, Burlington & Quincy Railroad Company say that they have no rate of $40.00 at any point west of Fairfield, and if this is intended as an accusation against them it is untrue. An examination of section 11, chapter 77, of the laws of the Seventeenth General Assembly, would seem to give color to the idea that the Legislature intended by the use of the words "like conditions and similar circumstances" to admit of a less rate at a competing than at a non-competing point, although the latter might be a less distance.

Question 3. Have the railroads a right to furnish large cars for Chicago shipments and compel parties shipping to Ottumwa to use small cars? The Commissioners think if the road has not enough large cars to supply all their customers that they have the right to say that the smaller cars shall be used for the short haulage; hogs will bear crowding for short distances. It is the universal practice as far as they have been able to ascertain to furnish the large cars for the long haul, and they think this discrimination proper.

Question 4. In shipping a single car of cattle, the company refuse to give a pass. They give a pass for two cars. Is it the duty of the shipper to buy a ticket and take care of his stock, or does the railroad company by its refusal to furnish a pass assume the responsibility of the care of the stock? The shipping contract, as the Commissioners understand, is simply a price for the carriage of a carload of live stock. The pass is voluntary and does not enter it, and while the railroad company cannot refuse to take the stock when tendered, they may refuse a pass unless custom may have added the pass to the original contract. At all events regulations governing its issue are proper, and they think generally reserved by the companies. The Board understand the holdings of the courts to be that the carrier is bound to carry the cattle safely, and is liable for any injury that may happen to them by accident to trains, rough handling, or anything that belongs to the management of the train.

Hutchinson on Carriers, section 218 says: "The liability of the common carriers of animals, it is said, is essentially different from that of the carriers of merchandise. While the common carriers are insurers of inanimate goods against all loss and damage except such as is inevitable or caused by public enemies, they are not insurers of animals against injuries arising from their nature, and which could not be prevented by vigilance and care. * * * Animals may injure or destroy themselves or each other; they may die from fright or from starvation, or they may die from heat or cold. In all such cases the carrier is relieved from responsibility if he can

show that he has provided all suitable means of transportation and exercised that degree of care that the nature of the property requires." * * * "If the animals are hurt from the carrier's negligence, or any misfortune happening to the train though not his negligence—as, for instance, the car leaving the track through some obstruction laid upon it—then he would be liable."

Lawson on Contracts, section 175: "The carrier of stock takes upon himself the duty of watering, feeding, and bestowing such care upon them as they may require. But by special contract, and in consideration of reduced fare, this duty may be assumed by the shipper. In such case, for a loss happening from a want of attention in this respect the carrier is not responsible if he has been guilty of no negligence—if he furnished adequate carriage, afforded reasonable opportunities to the owner or his agent to take care of the stock; and subjected them to no unnecessary delay in transportation." The Commissioners have not before them a copy of the live stock contracts, but as the above quoted authorities seem to authorize a limitation of liability, presume the railroad companies have framed them to meet all the contingencies that the law allows.

The railroad companies say that the passes as granted now are subject to great abuse. That parties ship hogs and sell the permission to accompany them, the hogs receive no attention, and the carrier is defrauded of the price of a ticket.

The fifth question, what is the proper length of time a shipper should have to load or unload a car? It takes about two hours to load or unload a car at an elevator. In the judgment of the Commissioners double this time, or four hours, would be the standard if the line was closely drawn. Cars in the busy season are worth probably in use from fifteen to twenty-five dollars for each twenty-four hours, the limit that they are to stand idle should be the shortest practicable time. This Board in the case of the *Township of Red Oak vs. the C., B. & Q. R. R.*, page 566 of the report of 1882, say that "there is no good reason why a farmer or merchant should not get the same rate an elevator man gets, provided he loads in substantially the same time," recognizing the length of time a car stands idle as the reason why rates might vary. The general rule as adopted by the railroads is that no extra charge is made for loading on track when there is no pressing demand for cars and the shippers use due diligence.

Very respectfully,

E. G. MORGAN,
Secretary.

J. J. BRUCE, ROLFE, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondent*.

For failure to deliver freight and baggage as marked.

Filed June 2, 1883.

ROLFE, IOWA, May 31, 1883.

Secretary of Board of Railroad Commissioners:

DEAR SIR—Please present to the Board the following complaint versus the Chicago & Northwestern Railway Company, for their investigation and recommendation.

The Chicago & Northwestern Railway crosses the Des Moines & Fort Dodge Railroad at Rolfe, Iowa, but refuses to take freight or baggage from this point or deliver here, yet they accept goods marked Rolfe, even when marked *via* Des Moines & Fort Dodge Railroad, and carry them to Bradgate, the nearest "billing" station on their line to Rolfe, and hold there, refusing to deliver at Rolfe. I enclose you bill of lading and letter, to give you an idea of the course pursued by the C. & N. W. R'y at this place.

I would represent further in this connection that Bradgate is on the east side of the Des Moines river, and whilst it is but seven miles from Bradgate to Rolfe, by the C. & N. W. R'y, it is more than ten miles by wagon road, and it is inconvenient for the public to get their freight from Bradgate to Rolfe. Would not the C. & N. W. R'y Co. be obliged to deliver goods at Rolfe when they assume a contract to that effect, which they do when they pick up freight marked Rolfe? The case I allude to is only one of a score of similar cases that are constantly coming to my knowledge, and which I will furnish proof of when necessary.

Respectfully yours,

J. J. BRUCE.

CHICAGO, May 29, 1883.

J. J. BRUCE, *Rolfe, Iowa;*

DEAR SIR—Referring to your letter of May 23d, I have to say that when we deliver you the goods at the nearest billing station to the point of consignment we have fulfilled our contract. The goods therefore at Bradgate are at your risk.

You can call for them or not as you please.

Yours truly,

R. C. RICHARDS,
General Claim Agent C. & N. W. R'y Co.

My letter above referred to was sent to agent at Bradgate and conveyed the intelligence that as the company had taken the freight and it was marked Rolfe, it was their place to deliver it at Rolfe.

J. J. BRUCE.

After making the above complaint Mr. Bruce notified the Commissioners that he did not wish them to proceed with the examination of the case at present, as he hoped to make some arrangement with the Chicago & Northwestern Railway Company that would be satisfactory. Since that time they have heard nothing further from Mr. Bruce, and have decided to dismiss the case from the docket.

A. B. DOWELL, VINTON, IOWA, *Complainant*,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY, *Respondents*.

Rights of passengers holding second-class tickets in sleeping cars.

Filed January 7, 1883.

VINTON, IOWA, June 2, 1883.

Railroad Commissioners, Des Moines, Iowa:

I have a case to lay before your honorable body. I bought a second-class ticket at Cedar Rapids to Bloomington, Nebraska, for which I paid $14.10. I took the sleeper at Belle Plaine, Iowa, for the night, for which I paid $2.50 for a berth. Then the conductor would not let me sleep in the berth unless I paid eighty-six cents more from there to Boone. I was tired so I paid the eighty-six cents under protest. Then the conductor left the train at Boone and told the other conductor that he had a kicker in the sleeper and he must look out for him, so he came in the sleeper and woke me up at twenty minutes of three o'clock and demanded of me $1.45 more. I asked him for what, and he said I had no right in that car unless I paid one cent per mile for every mile I rode in the sleeper. So I told him I would get out of the sleeper before I would pay that amount from that time until daylight, which would be about one hour and a half. I claim I paid the amount of railroad fare, $14.10. I further claim I paid all the sleeping conductor demanded of me, and I had just as good right to sleep in the sleeper as any one who had a first-class ticket. I want nothing only my rights, and I hope you will endeavor to inform me as to the question I ask. If I am right let me know, and if I am not right, please let me know. Hoping to hear from you by return mail, I remain

Yours very respectfully,

A. B. DOWELL.

This letter was acknowledged June 7th and referred to the Commissioners, who dictated the following reply:

DES MOINES, IOWA, June 13, 1883.

A. B. DOWELL, ESQ., *Vinton, Iowa:*

DEAR SIR—Your letter of June 2d is received, in which you state that you bought a second-class ticket from Cedar Rapids to Bloomington, Nebraska, and that you purchased a ticket for the sleeping-car, but were refused by the conductor the privilege of occupying the sleeping-car without paying in addition to your second-class fare the amount necessary to make your rate while in the car the same as a first-class passenger.

In reply to the complaint the Commissioners would state that sleeping-cars are put upon the railroads as an additional attraction for first-class passengers; that they are not run at a profit to the railroad company. The Pullman Palace Car Company receives the entire earnings of the cars, the railroad company keeping them in order and hauling them without any compensation. If the purchaser of a second-class ticket had the same rights in the sleeping-car that the purchaser of a first-class ticket did, there would be no first-class tickets sold, and the loss in passenger fares would be so serious as to compel the companies to withdraw these second-class tickets.

The Commissioners would regard this as a misfortune to the public, so long as men are willing to submit to the inconvenience of less comfortable accommodations for the purpose of getting cheaper transportation, they think that it would be a mistake to make any ruling that would deprive the second-class ticket-holder of the advantages of his economy. They are of the opinion that you have no right to complain in the case as stated.

Very respectfully,

E. G. MORGAN,
Secretary.

JAMES HALL, MILO, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*
} *Damages.*

Filed June 7, 1883.

MILO, IOWA, June 4, 1883.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—The Chicago, Burlington & Quincy Railroad passes through my farm, cutting through a hedge that I had planted, and which had grown very strong. The section men belonging to the railroad carelessly allowed fire to get in, ane burned the brush all off the hedge, leaving the stumps standing. The trains on the railroad were continually frightening my cattle and horses and driving them through the hedge, or through the board fence built by the company. In the summer of 1880, I think in June, one of my two-year old heifers was ruptured in the flank and died; another was also killed in September of the same year. In the spring of 1881 one of my colts was frightened by the cars and rendered worthless; and in 1882 they run one of my mares so that both her hind legs were spavined. It was agreed by Mr. Mallory and Mr. Stewart, of Chariton, that if I would give the right of way through my farm they would give me a fence along their road. Having confidence in the men I gave them the right of way, but no fence has been built as yet. The two heifers were thoroughbred Short-horns, and were worth one hundred and fifty dollars each, or three hundred dollars for both. The colt was worth fifty dollars, and the mare two hundred dollars, being a fine Hambletonian that I brought from Pennsylvania. The foregoing is a statement of facts, as I verily believe. Please give this your consideration, and let me hear from you.

Yours truly,

JAMES HALL.

Receipt of the above complaint was duly acknowledged and a copy sent to T. J. Potter, Esq., General Manager Chicago, Burlington & Quincy Railroad Company, who replied as follows:

CHICAGO, July 14, 1883.

E. G. MORGAN, ESQ., *Secretary, etc.*

DEAR SIR—I return herewith letter from Mr. James Hall, of Milo, received with your letter of June 7th. We have investigated this matter and find that Mr. Hall has nothing to show that the parties who built the road promised to fence it. However, we have now promised to build the fence this year, which will dispose of that matter. In regard to the claim for live stock killed, if Mr. Hall will present his claim, with all particulars, to Mr. W. F. Merrill, Superintendent Iowa Division, it will receive prompt attention, and if found to be a just one, will be paid.

Yours truly,

T. J. POTTER.

The above was duly communicated to Mr. Hall, with instructions to advise the Board of the result of his negotiations. Reply was received as follows:

MIL IOWA, August 13, 1883.

E. G. MORGAN, ESQ.:

DEAR SIR—I received your letter, and also one from Mr. Ballou, on the same day. Mr. Ballou came here last week and we settled. The company pays me one hundred and fifty dollars and builds a fence this year; so I am very well satisfied; and I thank the Commissioners for the advice received and the assistance rendered in bringing about a settlement.

Yours truly,

JAMES HALL.

HENRY SHOPBELL, MT. UNION, IOWA, *Complainant*,
vs.
BURLINGTON & NORTHWESTERN RAILWAY COMPANY, *Respondent*.
} *Damage to property.*

Filed, June 13, 1883.

MT. UNION, HENRY COUNTY, IOWA, June 12, 1883.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—I live on the eastern line of Henry county, Iowa. The Burlington & Northwestern Railway runs through my farm about the center, and in building the road they dammed the water back on the south side of the road until it is ruining my farm, or that portion that lies south, a little more than half of it. The water comes from the south until it strikes the wood embankment, and then there is not sufficient escape for it. To-day the water is just literally covering the south part of my place, and I expect will ruin my crops before it can get away. Last fall and this spring I tiled my land at a heavy expense, and now the water backed up on it by the railroad renders it of no use whatever. I have tried ever since the road was built to have them remedy it, and they continually promise, but never do anything. A few weeks ago I wrote to Mr. Gerry, the Superintendent at Burlington. He wrote me he would investigate the matter the first time he passed over the road. I learn he has passed over it since but I see nothing to remedy the thing yet. Now, if there is any remedy for me, and if it lies through your Honorable Board please let me know, for my crops will soon be ruined, as they have been two or three times before. If you require any further information in regard to myself, you can obtain it by addressing any of the following gentlemen: Hon. Lot Abraham, State Senator; John S. Woolson, ex-Senator; M. L. Andrews, Clerk of the Courts, Mt Pleasant, Henry county, Iowa.

If it is any part of your duties to investigate this complaint, please attend to it at your earliest opportunity, as time is of vast importance to me now. I can furnish you any amount of testimony on the subject.

Yours truly,

HENRY SHOPBELL.

DES MOINES, IOWA, June 13, 1883.

HENRY SHOPBELL, ESQ., *Mt. Union, Iowa:*

DEAR SIR—Your letter of yesterday is received, with complaint against the Burlington & Northwestern Railway Company for damage to your farm by reason of the damming of the water by them. The Commissioners do not understand that under the law creating the Board they have any jurisdiction over the building of railroads. They instruct me, however, to write the Superintendent of the B. & N. W. R'y and call his attention to your complaint, and as soon as I hear from him I will write you.

By order of the Board.

E. G. MORGAN,
Secretary.

A copy of Mr. Shopbell's complaint was sent to John T. Gerry, Superintendent Burlington & Northwestern Railway, and he was requested to see if the matter could be remedied.

Mr. Gerry replied as follows:

BURLINGTON, IOWA, June 14, 1883.

DEAR SIR—I am in receipt of your communication of June 13th, enclosing complaint of Mr. Henry Shopbell, relative to insufficient drainage on his farm, across our roadbed. Mr. Shopbell's farm land is very flat, with scarcely any natural drainage, and prior to the building of the railroad, and the cutting of ditches along our embankments, the case was much worse than at present. No crops have been raised during the last two years on these flats, and I presume Mr. Shopbell, unfortunately, is no exception to the rule. The drainage seems to be free across our roadbed, and I really can see no cause of complaint. I was over the road the morning of June 5th, after an extremely heavy rain storm. Mr. Shopbell's land showed no signs whatever of any overflow from this storm, in fact there was less water than on any land I saw in this vicinity on either side of the railway.

The acreage drained through the opening of which Mr. Shopbell complains, does not exceed a half section—say three hundred acres. The opening is not far from three feet by ten feet—a great deal more waterway than is usually considered necessary in these places. I have never seen along our embankments any evidence of back water. Several wet seasons in succession have rendered the corn crop in this part of the State a total failure, and brought great hardship on the people and loss to the railway company, and has led land owners, when they could command the means, to expend large sums for drainage, and, perhaps, also, to blame the railroad for insufficient waterway without just cause. This complaint is one of a good many similar ones, which, if the complainants could succeed in making good, would render an enlargement of all the small waterways necessary on all of the old lines. I really cannot see that Mr. Shopbell has any cause of complaint.

Yours very truly,

JOHN T. GERRY.

This case was investigated by Commissioner Coffin, who visited the premises in person, and the matter was finally adjusted to the satisfaction of all parties interested.

JOSEPH A. WASSON, ROSCOE, KANSAS, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Damages.*

Filed June 14, 1883.

ROSCOE, GRAHAM CO., KANSAS, June 8, 1883.

To the Honorable Board Railroad Commissioners of Iowa:

GENTLEMEN—I wish to inform your Honorable Body of the injustice done by the officers or agents of the Chicago, Milwaukee & St, Paul Railway Company. I shipped a box of goods from North McGregor, Iowa, to be sent to Logan, Kansas, over the Missouri Pacific Railway from Council Bluffs, and I have never heard from it. I have written to the general manager of the road, but can get no answer from him. I wrote and informed him that unless I heard something from the box in ten days, I should be compelled to present a bill for the value of it. There are things in the box that I cannot afford to lose. I worked for the company all last winter, and then had to spend part of my wages to come home over their road, and yet they cannot condescend to deliver me my goods. I wish to know how I shall proceed to secure the goods or the money for them. I would rather have what is in the box than fifty dollars. That is what I claim clear of all expenses and will have to rely on your decision to get it. I am invalid soldier and have to live mostly on my pension, which is small. I hope your Honorable Board will be kind enough to give me an early answer.

Yours respectfully,

JOSEPH A. WASSON.

Receipt of the above was duly acknowledged and a copy sent to S. S. Merrill, Esq., General Manager Chicago, Milwaukee & St. Paul Railway, requesting him to investigate the matter. The following letter was received in reply:

MILWAUKEE, July 18, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to complaint of Joseph A. Wasson, inclosed in your letter of the 3d instant. It appears that we accepted the shipment with charges guaranteed, but upon reaching our connection, the connecting line demanded prepayment and thus delayed the freight, waiting to obtain the amount of charges from Mr. Wasson. The acceptance of the freight with charges guaranteed, subjected us to the trouble of afterwards obtaining the amount, before goods could be forwarded. It appears to have subjected us also to the complaint of the very person we undertook to accommodate.

Yours truly,

ROSWELL MILLER.
Assistant to Manager.

DES MOINES, IOWA, July 20, 1883.

JOS. A. WASSON, *Roscoe, Kansas:*

DEAR SIR—I am in receipt of a letter from the General Manager of the Chicago, Milwaukee & St. Paul Railway, in which he says that the connecting line at Council Bluffs, demanded payment in advance before they would take the goods. This delayed the goods at Council Bluffs until you could be heard from and the freight paid. Have you received your box of goods? If not, have you been notified of the charges due thereon and sent them?

Yours truly,

E. G. MORGAN,
Secretary.

WHITFIELD, KANSAS, August 1, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of July 20th at hand. The box was received two weeks ago, with the goods in a damaged condition. They laid in the Council Bluffs freight house during the recent flood, until everything was wet and ruined. As soon as the Missouri Pacific refused to take the freight, it was the duty of the agent at Council Bluffs to notify the agent at North McGregor, to inform me of the matter, he having my address. The bedding and other clothing were entirely ruined. I also find that the box had been opened and some articles are missing, the box having been nailed up again. I had bought hoop iron and fastened it all around. I think the company ought to refund the freight charges which were eight dollars and sixty cents. I will leave this for your Honorable Board to decide. If you can collect the amount, I shall feel grateful to you for your kindness.

Respectfully,

J. A. WASSON.

DECISION OF THE COMMISSIONERS.

On the thirteenth day of March, 1883, Joseph A. Wasson delivered to the Chicago, Milwaukee & St. Paul Railway at North McGregor, for shipment, a box of household goods.

The station agent gave the following receipt:

"NORTH MCGREGOR STATION, March 13, 1883.

"Received of J. A. Wasson in apparent good condition as below. Marked and consigned to J. A. Wasson, Logan, Kansas. Description—One box of household goods, 'Owner's risk.' Charges guaranteed.

"A. E. SMITH, *Agent.*"

On June 8th, 1883, eighty-seven days after shipment, Mr. Wasson writes the Commissioners that the box has not been received, that he has written the general manager of the road and can get no answer, and that the value of the contents of the box was more than fifty dollars.

On June 23d, one hundred and two days after shipment, Mr. Wasson writes the Board that he has received a letter from the agent at North McGregor saying that the box was shipped on March 15th, but that the Union Pacific Railroad Company refused to accept it because the charges were not prepaid, and the box was held in the freight house at the C., M. & St. P. R'y at Council Bluffs for prepayment of charges.

On the first of August, Mr. Wasson writes the Commissioners that the box was received two weeks before, or about July 17th, one hundred and twenty-six days after shipment, the contents in a damaged condition, that it lay in the Council Bluffs freight house during the flood and that everything was wet and ruined, that the box had been opened and some articles taken out, and had been nailed up again. It was, when delivered to the company, bound with hoop iron, and fastened all around. He asks, in lieu of all damages, that the company refund the freight charges, which are eight dollars and sixty cents.

The railroad company raised no question as to the facts as stated by Mr. Wasson, but for answer say that they accepted the shipment with charges

guaranteed and upon reaching their connection prepayment of freight was demanded and the delay was occasioned by their waiting to receive the amount of the charges from Mr. Wasson. The acceptance of the freight with the charges guaranteed subjected them to the trouble of afterward obtaining the amount of freight charges before the goods could be forwarded, and the effort to accommodate Mr. Wasson has really become the source of his complaint.

This case brings up for settlement a matter that has been incidentally reached before, but upon which no opinion has ever been given by the Commissioners. That is, what are the duties imposed upon a railway company by accepting goods and shipping them with freight charges guaranteed? It is true that the railway company might properly have refused to receive this box without prepayment of freight. This right it did not choose to exercise, and waived. It carried the goods to its western terminus, and the legitimate inference from the facts as stated is that they were left in the freight house without any effort to forward them for about one hundred days, or until the inquiries from this office set some one to looking them up. M. Wasson's statement that his letters of inquiry were unanswered has not been questioned, and we presume is admitted. If Mr. Wasson's statement is correct, during the one hundred days the goods were in the freight house at Council Bluffs they were injured by the flood. It will hardly be claimed that a flood in June would be such an act of God as to relieve the company from liability for goods that should not have been in transit more than six days and were shipped from North McGregor March 15th.

The Commissioners are of the opinion that the duty imposed on the company, notwithstanding all the guards that could be thrown around the bill of lading, requires that after accepting the guarantee for the freight charges, on the refusal of the connecting line to take them without prepayment, was to use due diligence to procure the money for payment and accept the responsibility voluntarily assumed of forwarding them to destination without unnecessary delay, and that the company has failed to exercise it, in fact been guilty of gross negligence.

They believe under the circumstances that the claim of Mr. Wasson for damages to the amount of eight dollars and sixty cents is certainly moderate, and say to the C., M. & St. P. R'y Co. that this amount should be paid by them to Mr. Wasson. While it was not necessary in this case to enunciate their views on this point fully, the Commission are prepared to go further and say that the acceptance of a guarantee means something, and voluntarily entering it upon the bill of lading places the company in the relation of guarantor to connecting lines, and if advanced charges are demanded, imposes on it the duty of advancing the freight to all connecting lines. The railway company is not compelled to accept any guarantee, but when it does accept, has the means of knowing whether the guarantor is responsible and the alternative of demanding prepayment.

Des Moines, August 22, 1883.

MILWAUKEE, August 25, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I am in receipt of yours of the 23d inst., inclosing decision of the Commissioners in the complaint of Joseph A. Wasson. I have directed voucher to be made in favor of Mr. Wasson for $8.60.

I think the Commissioners err, however, in their construction of the effect of a guaranty of charges, and claim that it is nothing more than a guaranty that the charges will be paid at destination. It is not by any means equivalent to prepayment, nor does it involve the railroad company in an obligation to advance money to prepay the freight on connecting lines—for which the company receives no consideration.

It may be, as stated, that the acceptance of a guaranty of charges obligates the company accepting the guaranty to assume the relation of guarantor to a connecting line. Such is the custom, but it clearly does not impose upon it the obligation to actually prepay the charges of a connecting line which refuses to accept its guaranty.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

The Commissioners are in receipt of several letters from Mr. Wasson, complaining that the eight dollars and sixty cents has not been paid as promised in Miller's letter of August 25th. They regret the negligence, as it undoubtedly works injury to a party that has been wronged by gross neglect of an obvious duty of the company.

Mr. Miller's limit of the duty of guarantor is so clearly at variance with the objects for which the guarantee is made on perishable freight, that it seems hardly necessary to discuss it. The carrier has the option of demanding prepayment. The object of the guarantee is that the freight shall not be delayed and perish from the delay, and the carrier shall receive his hire. Both parties acquire rights under a guarantee.

SHAVER & DOWS, CEDAR RAPIDS, IOWA, *Complainants*,
vs.
"THE JOINT WESTERN CLASSIFICATION," *Respondent*.
} *Discrimination.*

Filed June 16, 1883.

CEDAR RAPIDS, IOWA, June 15, 1883.

Railroad Commissioners State of Iowa, Des Moines:

GENTLEMEN—We addressed a letter, June 11, 1883, to all the western railroads connected with the "Joint Western Classification" of May 1st, and herein find answers from some of the general freight agents of these roads. You must be aware that this classification is a great injury to the manufacturing interests of our State, and unless remedied at an early day will take thousands of dollars from the pockets of our manufacturers. We cannot successfully compete against such unjustifiable discrimination. We have no remedy known to us, to meet such unfairness, unless it is through your Honorable Board. Gentlemen, we hope you will take this matter up at once, and provide some remedy to relieve our manufacturers. Would be pleased to hear from you soon.

Yours truly,

SHAVER & DOWS.

CEDAR RAPIDS, IOWA, June 11, 1883.

General Freight Agent Chicago, Rock Island & Pacific Railway Company:

DEAR SIR—We notice in your "Joint Western Classification" of May 1st, that you classify crackers fourth class, and we understand this only applies to "Illinois cracker bakers." We, by reason of this, labor under great disadvantage, as our customers are compelled to pay the old rates over all your lines of road, in and out of the State. We consider this a discrimination in favor of the Chicago manufacturers, which we believe to be a great hindrance to a successful competition, and injurious to the manufacturing interest of our business. We hope that you will take this matter under consideration, and answer at an early date. In case we do not hear from you in a reasonable time, we will be compelled to lay our grievances before the Railroad Commissioners of our State.

Yours truly,

SHAVER & DOWS.

CHICAGO, June 14, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—Replying to yours of 11th, relative to classification on crackers, will state that the lines which are parties to the "Joint Western Classification" are now negotiating with the Iowa State Commissioners, with the view of having this classification apply to inter-State business; until, however, this point is decided we cannot take any separate action in the matter. We trust a decision will be arrived at in a week or so.

Yours truly,

W. M. SAGE,
General Freight Agent Chicago, Rock Island & Pacific Railway Company.

OFFICE OF THE ILLINOIS CENTRAL RAILROAD COMPANY,
CHICAGO, June 12, 1883.

SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—We apply the "Joint Western Classification" of May 1st locally in Iowa; that is, we use the same classification through from Chicago to points in Iowa and locally, and when your consignments reach our line they have the benefit of the same classification as though shipped through from Chicago or Dubuque.

Yours truly,

H. L. SHUTE,
General Freight Agent.

CHICAGO, June 13, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—Your favor of the 11th received. As yet the "Joint Western Classification" applies only on *inter-state business*, the question of the application of it to business between points in interior Iowa being considered now, and I believe is before the Railroad Commissioners of your State. The railroads interested are willing to put it into effect, and if you can do anything to convince the Railroad Commissioners that it would be a good idea to adopt it, you might hurry things along by doing so.

Yours truly,

PAUL MORTON,
First Ass't General Freight Agent C., B. & Q. R. R. Co.

DES MOINES, IOWA, June 18, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—In your letter of June 15th you say that "this classification is a great injury to the manufacturing interest of our State, and unless remedied at an early date will take thousands of dollars from the pockets of our manufacturers. We cannot successfully compete against such unjustifiable discrimination."

The Commissioners are very desirous of having some light upon this subject. Will you kindly point out where the present classification differs from the former, and in what manner each and every one of these differences injuriously affects the Iowa manufacturers?

Very respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, June 19, 1883.

Railroad Commissioners, State of Iowa:

GENTLEMEN—Your favor of the 18th instant, received, in which you refer to our letter of the 15th, and request us to state wherein the "Joint Western Classification" affects our business. This classification was put in force by all the western roads May 1st, allowing "eastern bakers" to send crackers to our State, giving them fourth class on small shipments and refusing to grant us the same classification, our customers in and out of the State paying former rates: first class on small lots, third class on ten barrel lots, and fourth class on three thousand pound lots. We give you the different points in our State as we take them from the Chicago & Northwestern Railway tariff sheet. This applies to a few points and only to the Chicago & Northwestern Railway Company, while we are affected equally as much by all the roads that have adopted this classification, and doing business in our State:

FROM CHICAGO—	FROM CEDAR RAPIDS—
To Tama City, 40 cents per hundred pounds.	29 cents per hundred pounds.
To Marshalltown, 40 cents per hundred pounds.	35 cents per hundred pounds.
To Boone, 42 cents per hundred pounds.	44 cents per hundred pounds.
To Carroll, 45 cents per hundred pounds.	49 cents per hundred pounds.
To Dunlap, 45 cents per hundred pounds.	54 cents per hundred pounds.
To Council Bluffs, 29 cents per hundred pounds.	58 cents per hundred pounds.
To Des Moines, 23 cents per pound.	46 cents per hundred pounds.
To Odebolt, 40 cents per hundred pounds.	45 cents per hundred pounds.
To Missouri Valley, 40 cents per hundred pounds.	49 cents per hundred pounds.
Uo Maple River Junction, 40 cents per hundred pounds.	42 cents per hundred pounds.
To Webster City, 41 cents per hundred pounds.	45 cents per hundred pounds.
To Elmore, Minn., 55 cents per hundred pounds.	76 cents per hundred pounds.

We are obliged to make up this difference to our customers, at all points where differences exist, or lose our trade. In course of the year it would make a difference of thousands of dollars to us, to equalize freights at all these points. We must have some remedy, and that speedily.

Yours truly,

SHAVER & DOWS.

DES MOINES, IOWA, June 20, 1883.

MR. WILLIAM S. MELLEN, *Chairman Joint Western Classification Committee, Chicago, Ill.:*

DEAR SIR—I beg to hand you herewith a letter received this morning from Messrs. Shaver & Dows of Cedar Rapids, Iowa, and ask you to explain to the Commissioners the reason for so great a difference as seems to exist in the rates from Chicago and Cedar Rapids to Des Moines and Council Bluffs.

Very respectfully,

E. G. MORGAN,
Secretary.

CHICAGO, June 23, 1883.

DEAR SIR—Replying to your favor of June 19th: The rates given by these gentlemen as being the rates charged by this company upon crackers from Chicago and Cedar Rapids are, in some instances, incorrect. I have noted in pencil the correct figures, as per our current tariff and the different classifications in force.

The differences arise from the fact that there are three different classifications and tariffs in effect upon business between the points in question. Between Chicago and all the places named, Joint Western Classification applies.

Between local stations upon the lines of this company, within the State of Iowa, business is subject to Revised Joint Classification and Iowa local distance tariff, while between Cedar Rapids and Elmore, Minnesota, Inter-State Classification and distance tariff are at present in effect.

This company and the Chicago, Milwaukee & St. Paul Railway Company have already decided to adopt Joint Western Classification upon Inter-State traffic, and if the same should be adopted locally within the State of Iowa, the uniformity desired will be thereby secured.

Below is a comparative statement showing rates now in effect between the points designated by Messrs. Shaver & Dows, under the present classification, and the rates which would apply under Joint Western Classification, upon crackers in lots of less than 1,000 pounds:

FROM CEDAR RAPIDS TO	Present rates.	Rates under Joint Western Classification.
Tama	29	15
Marshalltown	35	16
Boone	44	21
Carroll	49	24
Dunlap	54	27
Council Bluffs	58	29
Des Moines	46	23
Odebolt	52	26
Missouri Valley	56	28
Maple River Junction	50	25
Webster City	45	23
Elmore, Minnesota	76	48

In April last there was a material reduction upon crackers, less than 1,000 pound lots, in Joint Western Classification, from second to fourth class.

Yours truly,

WM. S. MELLEN,
General Freight Agent Chicago & Northwestern Railway Company.

To HON. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa.*

DES MOINES, IOWA, July 12, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

DEAR SIRS—With this please find reply from Chicago & Northwestern Railway Company in regard to your communication of June 19th. The reply is a little indefinite as to what the future action of the Company will be in regard to the local rates in Iowa. If the company adopts the rates as named under head of Joint Western Classification will it be satisfactory to you?

Yours,

L. S. COFFIN.

CEDAR RAPIDS, IOWA, July 13, 1883.

Railroad Commissioners, Des Moines, Iowa;

GENTLEMEN—We are in receipt of your favor of the 12th, carefully noting contents of letters. We cannot see anything in Mr. Mellen's letter that gives us any encouragement. We don't understand him to say that he will put in force the Joint Western Classification so as to apply in our State; but does say what the advantages would be to us if adopted. We would be quite satisfied with the rate named if put in force, but this is only one road we ship over. What say the Chicago, Burlington & Quincy and Chicago, Rock Island & Pacific people? We ship largely over all these roads, and the discrimination equally affects us. We have always supposed that the State Railroad Commission was created to handle just such difficulties, and to have them properly adjusted. But we have waited about two months relying on the Board of Commissioners to help us out, and in our correspondence with the railroad people, they claim that our State Commission stands in the way, or this Joint Western Classification would have been adopted in our State. If this be true, we will simply say, you are killing the manufacturers of our State by giving the manufacturers of other States the advantage of us. If you cannot help us, say so, and we will try some other means.

Yours respectfully,

SHAVER & DOWS.

DES MOINES, IOWA, July 18, 1883.

WM. S. MELLEN, *Chairman Joint Western Classification Committee:*

DEAR SIR—Your letter of July 12th received and contents noted. The Commissioners would have replied to your former letters definitely, but have been delayed by what they regarded as a protest from Messrs. Shaver & Dows, of Cedar Rapids, against the adoption of the Joint Western Classification for Iowa. They have waited, before writing you finally, to get their objections in such shape as to give them due consideration. They are now in receipt of a letter from that firm that seems to indicate that their interests would be served by the extension of that classification over the Iowa roads. From an examination of the details of the classification and a comparison with former ones, they are of the opinion that it will work to the advantage of Iowa business, and are willing to recommend its adoption. They however desire to reserve the right to suggest revision, should, at any time in the future, anything develop that satisfies them that any part of it works injury to Iowa interests.

Very respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 18, 1883.

MESSRS. SHAVER & DOWS, *Cedar Rapids, Iowa:*

GENTLEMEN—On June 16th the Commissioners received a letter from you protesting against the Joint Western Classification of May 1st, *as stated by you.* The classification, adopted May 31st, to take effect June 15th, was before the Board on the application of Mr. William S. Mellen, chairman of the Joint Western Classification Committee, representing eighteen lines of railway, including those doing business in the State of Iowa, to-wit: Burlington, Cedar Rapids & Northern Railway, Central Iowa Railway, Chicago, Burlington & Quincy Railroad, Chicago, Milwaukee & St. Paul Railway; Chicago & Northwestern Railway, Chicago, Rock Island & Pacific Railway, Chicago, St. Paul, Minneapolis & Omaha Railway, Des Moines & Ft. Dodge Railroad, Illinois Central Railroad, Minneapolis & St. Louis Railway, Sioux City & Pacific Railroad, Union Pacific Railway, Wabash, St. Louis & Pacific Railway. The committee asked the approval of the Iowa Commissioners before adopting it.

The Board had carefully examined this classification in detail and compared it with former classifications, and while in some things it increased the rates slightly, they had reached the conclusion that on the whole it was a great advantage to the shippers of the State. They feared that the classifications A, B, C and D might work hardship to localities. Before being fully satisfied, your letter of June 15th was received; from that time to this they have endeavored to find out from you where the adoption of this classification in the State of Iowa would work injury to your interests. Your letter of July 13th, which seems to be intended to instruct the Commissioners in their duties, incidentally admits what the Board had all along supposed to be true—that the adoption of the Joint Western Classification would be an advantage to you.

Your first letter was dated June 15th; your last, in which you say "you have waited two months on the Commission to help you out," is dated July 13th, a discrepancy of more than a month. Had you informed the Board, as you do in your last letter, that the classification as applied to Iowa would meet your views, it would have been better than dealing in loose expressions, sometimes incorrect, from which it was difficult to arrive at your meaning.

Very respectfully,

E. G. MORGAN,
Secretary.

F. M. SLAGLE & CO., ALTON, IOWA, *Complainants*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed June 18, 1883.

The original petition in this case was sent the General Manager of the Chicago, Milwaukee & St. Paul Railway June 19, 1883. Subsequent to that time the complainants informed the Board that the matters complained of had been satisfactorily adjusted by the railway company and asked to have the case dismissed.

So ordered by the Board.

CUTLER & LINDON, ROCKFORD, IOWA, *Complainants*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondents.*
} *Damages.*

Filed June 20, 1883.

ROCKFORD, IOWA, June 19, 1883.

Board of Railway Commissioners, Des Moines, Iowa:

GENTLEMEN—We write you regarding a claim we have against the Burlington, Cedar Rapids & Northern Railway Company. The facts in the case are these: The firm of Damson & Cutler, now Cutler & Lindon, loaded into Minneapolis & St. Louis cars 2940 and 2396, 56,000 pounds of ground feed, consigned to A. B. Taylor, St. Paul, Minnesota. These cars were shipped May 6, 1882; were wrecked the same day at Glenville, Minnesota. The feed was sold in St. Paul at thirty dollars per ton, "to arrive."

The cars were a total wreck, and the feed, which was in sacks, had to be transferred into other cars. The feed did not arrive in St. Paul until several days past due, and part of it the buyer refused to take at price sold at, and made a reduction of one dollar per ton on twelve tons; and in weighing out the feed it was 8,928 pounds short.

We put in a bill for damages as follows: 8,928 pounds of feed at $30 per ton, $133.92; loss of sale, one dollar per ton on twelve tons, $12; total, $145.92. The Burlington, Cedar Rapids & Northern Company seem to pay no attention to our claim whatever. It seems to us the claim has run so long that we are entitled to interest on it.

We can send affidavits of our weights here, also of our commission firm regarding the sale of the feed. The account of sales of the feed that remained, also our bill for damages, are at the general office of Burlington, Cedar Rapids & Northern Railway in Cedar Rapids; and our claim is numbered 3,109. We do not wish to bring suit against the railway company unless absolutely necessary, as we have been in business here six years as shippers, and are on the best of terms with the company, this being the first claim for damages we have ever had.

Respectfully,

CUTLER & LINDON.

This complaint was sent to the General Superintendent of the Burlington, Cedar Rapids & Northern Railway, who answered as follows:

CEDAR RAPIDS, July 21, 1883.

E. G. MORGAN, *Secretary, etc.;*

DEAR SIR—Have yours of June 20th, regarding claim of Cutler & Lindon, of Rockford, and would say that the matter has been undergoing close investigation, and we find the facts are very widely at variance from the claim as made by them. The matter, however, will be personally adjusted with them during the coming week.

Yours truly,

C. J. IVES,
General Superintendent.

ROCKFORD, IOWA, November 6, 1883.

E. G. MORGAN:

DEAR SIR—The Burlington, Cedar Rapids & Northern Railway Company paid us $80.00 on our claim of $145.92, and wished us to send them additional particulars from our commission firm in Minneapolis, which we did. Since that we have heard nothing from them. The amount of the matter is, that the train our feed was in ran over a steer and the engine and several of the cars were thrown from the track and wrecked, among them our two cars of feed, which were thrown in a ditch and a good deal of it wet and spoiled. Our claim is an honest one and should be paid. All the papers in the case are in the general office at Cedar Rapids, and we are willing to abide by the decision of any disinterested party. The B., C. R. & N. R'y Co., seem to want to place part of the damage on the Minneapolis & St. Louis Railway Company.

As it has been now eighteen months since the cars were wrecked and there is no reason why payment should be deferred any longer.

CUTLER & LINDON.

DES MOINES, IOWA, November 25, 1883.

C. J. IVES, *General Superintendent B., C. R. & N. R'y, Cedar Rapids, Iowa:*

DEAR SIR—This Board is in receipt of a letter from Cutler & Lindon, of Rockford, Iowa, dated November 6th, in which they say that they have received eighty dollars on their claim of $145.92, and were requested by you to send additional particulars from their commission house at Minneapolis, which they did. Since then they have heard nothing further, and feel that it is time that this matter was closed. Will you please give them attention and advise us.

By order of the Board.

E. G. MORGAN,
Secretary.

On the 26th of December a letter was received from complainants, stating that their claim had been satisfactorily settled.

CHARLES CANFIELD, ESTHERVILLE, IOWA, BY HIS ATTORNEY, HOWARD GRAVES, *Complainant*,
vs.
CHICAGO, MILWAUKEE, & ST. PAUL RAILWAY COMPANY, *Respondent*.

Overcharge on freight.

Filed June 27, 1883.

ESTHERVILLE, IOWA, June 25, 1883.

HON. E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Inclosed I hand you duplicate of freight bill paid the Chicago, Milwaukee & St. Paul Railway, at this station, wherein a common sized dry goods box full of household goods weighing three hundred and forty-six pounds, is charged $7.50 freight from Chicago to this place, probably five hundred miles, and $2.50 freight from Danbury, Connecticut. Is this according to any white man's schedule of tariff rates? Of course I mean from Chicago west. If so, all right, if not please advise as to the proper steps to be taken to recover the money so feloniously taken.

Yours truly,

HOWARD GRAVES.

This complaint was sent S. S. Merrill, General Manager Chicago, Milwaukee & St. Paul Railway, to which Mr. A. C. Bird, General Freight Agent, replied as follows:

MILWAUKEE, July 5, 1883.

E. G. MORGAN, *Secretary, etc.:*

Referring to the inclosed complaint from Mr. Howard Graves, Estherville, Iowa. We have no way of telling what was in the box shipped from Danbury, Connecticut, and which was sent forward as containing "sundries." We rated the goods double first class, as that is the legal charge when shipped under such a general term. If Mr. Graves will prove to us that the box contained goods rated at first class, we will be glad to make the necessary refund.

A. C. BIRD.

This letter was sent Mr. Graves, who replied as follows:

ESTHERVILLE, IOWA, August 3, 1883.

HON. E. G. MORGAN, *Secretary, Des Moines:*

DEAR SIR—Herein I hand you affidavit of Chas. Canfield, as to contents of box of freight received by him, and which was charged double rates by Chicago, Milwaukee & St. Paul Railway Company; also, I hand you another freight bill of same company, to same party, with affidavit annexed. In this last, complaint was made to the company at the time and no satisfactory explanation was made, The contents of the box were holiday presents from friends, delayed *en route*. I note the explanation of the railway company as to how the overcharge occurred, but as "sundries" means different things, as per Webster, I cannot think the explanation was intended to explain—only a very small hole out of which to crawl—in case complaint was made about their extortionate charges.

Yours very respectfully,

HOWARD GRAVES.

These affidavits and the second freight bill were sent to Mr. S. S. Merrill, General Manager Chicago, Milwaukee & St. Paul Railway Company, and was answered as follows:

MILWAUKEE, August 7, 1883.

E. G. MORGAN, *Secretary, etc.:*

Referring to yours of 4th instant, complaint of Howard Graves for Chas. Canfield, and returning papers herewith, we charge double first class rates on all packages billed or described by shippers as sundries or merchandise. Household goods are rated as first class; and if this property had been represented as household goods, we should have charged first class only. It does not seem proper to us in default of such representation at the time of shipment, that we should be under the burden of refunding the charges which were proper for the goods described by the shipper. If you decide otherwise, and the expense bills and certificates are returned to us, we will refund.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, August 21, 1883.

ROSWELL MILLER, *Assistant to the General Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wisconsin:*

DEAR SIR—Your letter of the 7th has been considered by the Commissioners. While your position is unquestionably tenable, that a box marked sundries, should follow the schedule and pay the rates established in the classification, still in view of the fact that the freight is a large percentage of the value of the goods, and the shipper had no means of obtaining knowledge of the distinction made, the Board suggests that you act on the suggestion made in the last clause of Mr. Bird's letter of July 5th: "If Mr. Graves will prove to us that the box contained goods rated as first class, we will be glad to make the necessary refund." We return the affidavits and bills; also Mr. Bird's letter.

Respectfully,

E. G. MORGAN,
Secretary.

To this letter Mr. Miller replied on August 23d, that a voucher had been drawn in favor of Mr. Graves for the difference between the tariff for household goods and sundries.

DES MOINES, IOWA, October 6, 1883.

ROSWELL MILLER, *Assistant to the Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wisconsin:*

DEAR SIR—In the matter of the complaint of Howard Graves for Charles Canfield, of Estherville, Mr. Graves writes this office under date of October 4th: "Have heard nothing from the railway company," etc.

August 23d you wrote the Board you had directed that a voucher be made, etc. Has voucher been sent?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, October 8, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Replying to yours of the 6th instant, notice was sent to Mr. Graves, through our agent at Estherville, September 20th, that voucher would be made in his favor for $3.70, amount of overcharge, if satisfactory to him. Since which we have not heard anything from the agent in regard to the matter, and suppose that he has been unable to find Mr. Graves.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

Mr. Canfield accepted the $3.70, and case was closed October 11, 1883.

MRS. WATSON, SIOUX CITY, IOWA, BY HER ATTORNEY, J. O'DONOVAN ROSSA, *Complainant,*
vs.
CHICAGO & ALTON RAILROAD COMPANY, KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS AND SIOUX CITY & PACIFIC RAILROAD COMPANIES. *Respondents.*

Overcharges on household goods.

Filed June 28, 1883.

SIOUX CITY, IOWA, June 26, 1883.

To the Board of Railroad Commissioners, Des Moines, Iowa;

GENTLEMEN—Some six weeks since, one Mrs. Watson made a contract with the Chicago & Alton Railroad Company to transport a carload of household goods from St. Louis to Sioux City, Iowa, for the price of $50.00. On their arrival here, some five weeks since, the Sioux City & Pacific Railroad Company refused to deliver the same unless the sum of $68.00 was paid, viz: $18.00 over and above the contract price. This $18.00 was paid, on the distinct understanding that the same was to be repaid within a week, when the matter would be settled. The Chicago & Alton people say that they have done their part, and cannot understand why the S. C. & P. R. R. Co. does not pay this $18.00. The question arises, has the S. C. & P. R. R. Co. any right to charge over and above what contract calls for, and put the same in their treasury? I have written to the manager, Mr. Morehouse, and called on the agent here, but have not been able to obtain any satisfaction. Under section 3, chapter 77, Laws of Seventeenth General Assembly, it is provided that it shall be the duty of the Railroad Commissioners "to examine and inspect each railroad in the State, with reference to public convenience," etc. Under such section, I trust you will deem it your duty to investigate this matter, and compel justice to be done in the premises.

Prompt attention to this matter will oblige,

Yours very respectfully,
[Signed] J. O'DONOVAN ROSSA.

DES MOINES, IOWA, June 28, 1883.

P. E. HALL, *General Manager Sioux City & Pacific Railroad Company, Cedar Rapids, Iowa:*

DEAR SIR—Enclosed I hand you the original complaint of J. O'Donovan Rossa, of Sioux City, Iowa, for overcharge of eighteen dollars on a contract with the Chicago & Alton Railroad Company to deliver car of household

goods, St. Louis to Sioux City, for fifty dollars. Will you be kind enough to give the Commissioners the facts in the case, with such explanation as you may wish to offer.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, June 28, 1883.

MR. J. O'DONOVAN ROSSA, *Sioux City, Iowa:*

DEAR SIR—Your letter of the 26th inst., complaining of the Sioux City & Pacific Railroad Company for an overcharge of eighteen dollars on a car-load of household goods, St. Louis to Sioux City, on a contract made with the Chicago & Alton Railroad Company, just received. The complaint has been referred to the General Manager of the S. C. & P. R. R. for explanation, and as soon as his answer is received you will be notified.

By order of the Board.

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, July 5, 1883.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I herewith return the letter of J. O'Donovan Rossa, received in yours of June 26th. On investigation, I find the matter of the shipment of the car of household goods by Mrs. C. A. Watson, from St. Louis to Sioux City, to be as follows: The car was billed through by the Chicago & Northwestern Railway Company from Council Bluffs to Sioux City under a joint tariff arrangement with our company, it being billed out of Council Bluffs on weight of 20,000 pounds, rate ten cents, charges $20, with advance charges of $48, making a total of $68, which our agent at Sioux City collected on delivery of the car. I also find that the regular through tariff from St. Louis to Sioux City *via* the Wabash or Missouri Pacific, is thirty-two cents per hundred pounds, of which the lines north of Council Bluffs get twenty-five per cent, and the lines south of Council Bluffs get seventy-five per cent; and that our line did not join with the Chicago & Alton Railroad Company on the through rate of $50 per car, or in any manner agree to accept any less than our proportion of the through rate. On this through rate of thirty-two cents, this car should have been billed from Council Bluffs to Sioux City by the Northwestern Company at eight cents per hundred, instead of ten. When the matter of this overcharge reached our general traffic office at Missouri Valley, we promptly made claim on the lines south of Council Bluffs for the excess which they had collected over what the bill of lading called for, and asked their authority to pay the claim of Mrs. Watson for their account. We have called the attention of the Kansas City, St. Joseph & Council Bluffs road to this matter more than once, all of which Mr. O'Donovan Rossa has been advised of. As he does not seem to be satisfied with our efforts on behalf of his client, we shall be quite willing to refund the very small portion of the overcharge which was made on our line, or rather made over our line by the Chicago & Northwestern Railway Company, and leave him, with your assistance, to make the collections from the Chicago & Alton, and other lines south of Council Bluffs, as I am quite clear that no one would hold that our company was bound to make good a contract in which it was not a party and of which it had no knowledge. The trouble we have taken in trying to get Mrs. Watson's money being entirely gratuitous on our part.

Very truly yours,

P. E. HALL,
General Manager.

DES MOINES, IOWA, July 19, 1883.

MR. C. H. CHAPPELL, *General Manager Chicago & Alton Railroad, Chicago, Illinois:*

DEAR SIR—Mr. O'Donovan Rossa, of Sioux City, Iowa, writes the Board under date of June 26th, as follows: "Some six weeks since, one Mrs. Watson made a contract with the Chicago & Alton Railroad Company to transfer a car-load of household goods from St. Louis to Sioux City, Iowa, for the price of fifty dollars. On their arrival here, some five weeks since, the Sioux City & Pacific Railroad Company refused to deliver the same unless the sum of sixty-eight dollars was paid, eighteen dollars over and above the contract price. * * * * * The Chicago & Alton people say that they have done their part and cannot understand why the S. C. & P. R. R. does not pay this eighteen dollars." The complaint was referred to P. E. Hall, General Manager S. C. & P. R. R., and he replies "that the Chicago & Northwestern Railway Company received the car at Council Bluffs with advanced charges of forty-eight dollars thereon, and that twenty dollars charges were added from Council Bluffs to Sioux City." The Commissioners would thank you to tell them what arrangements you had with the connecting lines when you contracted with Mrs. Watson to deliver her car of goods at Sioux City for fifty dollars.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, July 19, 1883.

J. F. BARNAND, *General Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, St. Joseph, Mo.:*

DEAR SIR—I enclose herewith original papers in the complaint of J. O'Donovan Rossa, attorney for Mrs. Watson, of Sioux City, Iowa, who claims to have been overcharged on a shipment of household goods from St. Louis to Sioux City, being required to pay sixty-eight dollars when her contract called for fifty dollars. The Commissioners would be happy to have you give them an explanation of the matter as far as your road is concerned; also, please tell them if you were a party to the contract made by the Chicago & Alton Railroad Company.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, July 27, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Yours of the 19th, to Mr. C. H. Chappell, General Manager, in reference to overcharge on a car load of household goods shipped by Mrs. Watson from St. Louis to Sioux City, Iowa, has been referred to me for reply. Inclosed I hand you communication from Mr. F. A. Wann, Assistant General Freight Agent, St. Louis with copy of his letter to Mr. G. H.

Crosby, General Freight Agent Kansas City, St. Joseph & Council Bluffs Railroad, authorizing the payment of our proportion of the overcharge. I presume the claim has been paid by this time.

Yours truly,

H. H. COURTWRIGHT.
General Freight Agent, Chicago & Alton Railroad.

Inclosed letters read as follows:

ST. LOUIS, June 30, 1883.

GEO. H. CROSBY. Chicago & Alton claim 13,112.

General Freight Agent Kansas City, St. Joseph & Council Bluffs Railroad, St. Joseph, Mo.: You may pay and charge this company with $3.53, on return of all papers and claimant's receipt attached.

Yours truly,

F. A. WANN,
Assistant General Freight Agent, Chicago & Alton Railroad.

SIOUX CITY, July 25, 1883.

To the Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I wrote you on June 26th, in reference to claim of Mrs. Watson against the Sioux City & Pacific Railroad Company. As yet they have failed to do anything in the matter. They have appropriated this $18.00 to their own use and refuse to return the same. They take advantage of a poor woman's anxiety to obtain her goods to extort an overcharge of $18.00, and now pretend that the claim is in process of adjustment. Life is somewhat short, too short to wait upon the convenience of this company. Evidently the circumlocution office of *Dickens* has been transferred to their case. I wish you would take such steps immediately as will compel this company to disgorge this $18.00. If people are to be openly robbed in this way, without redress, it is time that the citizens of the State should know it. Prompt attention to this matter will oblige.

Yours respectfully,

J. O'DONOVAN ROSSA.

DES MOINES, IOWA, July 26, 1883.

MR. J. O'DONOVAN ROSSA, *Sioux City, Iowa:*

DEAR SIR—Your letter of the 25th inst. received and contents noted. The situation seems to the Commissioners to be this: The Chicago & Alton Railroad Company, a foreign corporation doing business in the States of Illinois and Missouri, contracted to carry a car load of household goods for Mrs. Watson from St. Louis to Sioux City for the sum of $50.00 per car. The Kansas City, St. Joseph & Council Bluffs Railroad Company carried the car from Kansas City to Council Bluffs and collected $48.00, their own and the advance charges, which amount was paid by the Chicago & Northwestern Railway Company. The usual charge, $20.00 per car, was collected from Council Bluffs to Sioux City in addition by the Sioux City & Pacific Railroad Company. The C. & N. W. Ry. and the S. C. & P. R. R. Co. have no through contract rates with the C. & A., but are willing to take their proper proportion of a through rate from St. Louis to Sioux City, and have so proposed to the connecting lines. While without any power to reach the lines outside the State, the Commissioners have written the officers of the C. & A. R. R. and the K. C.,

St. J. & C. B. R. R. companies representing the case and asking them to repay Mrs. Watson the amount paid above contract price. The course pursued by them not seeming to meet your views, they would suggest that her remedy is against the party with whom she made the contract. The C. & A. R. R. could make no contract for freight from Council Bluffs to Sioux City, without paying the two roads between those points their local rates, unless by an express agreement to that effect which they have not attempted to make. It would be absurd to ask them to carry the car nearly one hundred miles for $2.00, when they charged $48.00 for a distance of about four hundred miles.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, September 8, 1883.

J. F. BARNARD, *General Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, St. Joseph, Missouri:*

DEAR SIR—On the 19th of July I sent you the papers in the complaint of J. O'Donovan Rossa for overcharge to Mrs. Watson on car of household goods from St. Louis to Sioux City. The Chicago & Alton Railroad Company wrote me July 27th that they would refund $3.53. What have your company done?

By order of the Board.

E. G. MORGAN,
Secretary

ST. JOSEPH, MO., September 10, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—I beg to acknowledge the receipt of your letter of the 8th inst. I find that our general freight agent, E. J. Swords, sent the papers to which you refer, to Mr. R. C. Hillis, General Freight Agent of the Sioux City & Pacific Railroad Company, advising him that this company would pay its proportion of overcharge on basis of a $50.00 rate, and has heard nothing further in the matter. Supposed, on the strength of this, that Mr. Hillis would settle the claim, and charge us our proportion. If, upon receipt of this, you desire me to do so, I will request Mr. Hillis to return the papers. Having heard nothing from him since sending papers, supposed that the matter was in process of settlement.

Yours truly,

J. F. BARNARD,
General Superintendent.

DES MOINES, September 12, 1883.

General Freight Agent, Sioux City and Pacific Railroad Company, Cedar Rapids, Iowa:

DEAR SIR—A long time ago I sent J. F. Barnard, Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, the papers in the complaint of Mrs. Watson, of Sioux City. He writes me under date of September 10th that you have the papers. Please return them to this office, and tell me if anything has been done in the case.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, September 15, 1883.

E. G. MORGAN, *Secretary Board of Railroad Commissioners:*

DEAR SIR—Replying to yours of September 12th, addressed to Mr. R. C. Hills, I have to say that this company collected the $18.00 claimed by Mrs. Watson, out of the connecting lines south, and paid the same to her attorney, J. O'Donovan Rossa, on the 18th day of August, 1883.

Very truly yours,

P. E. HALL,
General Manager.

J. M. SLOSSON, NORTHWOOD, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*

For feeding snow-bound passengers.

Filed July 17, 1883.

NORTHWOOD, IOWA, July 7, 1883

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—During a severe snow storm about the last of January the section foreman on the Burlington, Cedar Rapids & Northern Railway, and two men, came to my house, which is about half way between Northwood and Kensett, and nearly half a mile from the track, and reported that the morning passenger train going north was snow-bound, and that some of the passengers had had nothing to eat since the day before. It was then afternoon. The section foreman requested some food to take to the train, and said the railway company would pay for it. They were given what my wife had cooked, and she and two assistants worked until late in the evening cooking provisions for them. The next morning one of the passengers, Mr. F. A. Roziene, of Charles City, Iowa, came to my house and said that the fires were nearly out, and the passengers suffering with cold. My recollection is that it was then more than twenty degrees below zero, and a strong wind blowing. He wanted me to send a team and bring the women, children, and one or two men that were unable to walk through the snow, to my house, which I did. A bill of eleven dollars was sent to the railway company, which has not been paid. Of this, six dollars was for meals furnished at the house, thirteen to passengers and eleven to railroad employes; five dollars for provisions taken by them to the train. Mr. Roziene hired three teams to take the passengers to Northwood, one of me and two of others. I am informed the railway company paid him back what he paid, thirteen dollars, four dollars to each of the teamsters and one dollar to a man that helped shovel snow. The road was blocked with snow so that it took all day.

Should they pay my bill? I do not think the railway company will question the correctness of my statement, or claim that the bill is unreasonable. Should they do so I would refer you to Mr. Roziene, or will furnish any proof that may be necessary.

I have a case in court against the Burlington, Cedar Rapids & Northern Railway Company which has been running over five years. It is for grain and hay burned by a fire set by an engine September 3, 1877. I got judgment in the circuit court of this county. The railway company took it to the Supreme Court, where it was reversed (51 Iowa, 294). They then took a change of venue to Floyd county, where I got judgment. The railway company took it to the Supreme Court, where it was affirmed (10 N. W. Reporter, 863). A rehearing was asked and granted. On rehearing it was reversed (14 N. W. Reporter, 246). At the June term of Floyd County Circuit Court the railway company took a change of venue to district court, where it now stands. Will you give it a hearing, and take into consideration the costs in the case as well as the original damage.

Respectfully,

J. M. SLOSSON.

DES MOINES, July 18, 1883.

J. M. SLOSSON, *Northwood, Iowa:*

DEAR SIR—Your letter of July 7th received, and the matter of furnishing supplies referred to the officers of the company for explanation. When heard from you will be advised promptly.

With regard to the case for damages that has been pending in the courts for some years, the Commissioners would say that as the damage occurred before the passage of the law creating this Board, as an original question they would have no jurisdiction. As it is now in the courts created for the determination of these questions, even if it was a new case, they have no power to reach it.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, July 20, 1883.

E. G. MORGAN, *Sec'y, etc.:*

DEAR SIR—Have yours of July 18th, concerning claim of J. M. Slosson for meals and services in behalf of passengers snow-bound on our line, near Kensett, and in reply would say, that I find no account of his bill ever having been sent us, and I am certain that if it had been it would have received prompt attention. Have written Mr. Slosson that on receipt of his bill the amount claimed, eleven dollars, will be sent him at once.

Yours truly,

C. J. IVES.
General Superintendent.

On November 24th Mr. Slosson wrote the Board that he had received the amount of his claim, and the case was dismissed.

F. L. KENYON AND E. H. ELY, IOWA CITY, IOWA, *Complainant,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent.*

Failure to run chair car as per contract.

Filed July 17, 1883.

IOWA CITY, IOWA, July 7, 1883.

To the Honorable Railroad Commissioners of the State of Iowa:

GENTLEMEN—The undersigned, deeming themselves wronged by the conduct of the Burlington, Cedar Rapids & Northern Railway Company, hereby appeal to you for relief. Our grievance is as follows: Said company advertised to run a (so called) chair car on their road between certain stations; by virtue of said advertisement we undertake a journey on said road, enter said car, pay the extra fare demanded by said company and receive their checks for the same, but are expelled from said car before said conditions are complied with; thus imperiling the life of said W. H. Squires, who is eighty-six years old, and liable to attacks of a dangerous disease that may cause his death at any time, and the great personal discomfort

of said F. L. Kenyon and E. H. Ely. This on the 5th day of July, 1883. The same thing having been done to the said W. H. Squires and F. L. Kenyon on two different days, to-wit: July 3, 1883, and July 5, 1883, but to said E. H. Ely on July 5, 1883, at the city of Cedar Rapids, in the said State of Iowa.

Very respectfully, your obedient servants,

F. L. KENYON.
E. H. ELY.

The complaint states that the company advertise to run a chair car on their road between certain stations (which are not given). That by virtue of said advertisement they undertake a journey on said road, pay the extra fare demanded, and are expelled from said car before the conditions are complied with. The Board have been unable, in any correspondence with the parties, to ascertain the particulars of the case, what makes the running of the chair car a contract, or the amount or character of damages sustained by the parties.

There may be some nice questions of the rights of travelers and the duties of railway companies in the case; but for lack of specific information, the Commissioners have been compelled to let the case go by default.

SMITH BROTHERS, WATERLOO, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, *Respondent*.
} *Discrimination.*

Filed July 17, 1883.

WATERLOO, IOWA, July 13, 1883.

HON. P. A. DEY, *Railroad Commissioner of Iowa, Iowa City, Iowa:*

SIR—We desire to call the attention of your Board of Commissioners to the following action of discrimination: The rate of freight on hard coal from Chicago, Illinois, to Waterloo, Iowa, has been named to dealers at $4.00 per ton, with a rebate of fifty cents per ton to all dealers. This rate was agreed on and given out in June, or latter part of May, 1883, for the season of 1883, and until otherwise stated. Roads agreeing: Illinois Central Railroad, Chicago & Northwestern Railway, Burlington, Cedar Rapids & Northern Railway, Chicago, Rock Island & Pacific Railway, and Chicago, Burlington & Quincy Railroad. Mr. J. E. Utt, General Freight Agent, B., C. R. & N. R'y, yesterday wired his agent here to tell Smith Brothers that the open rate on hard coal is $4.50 per ton, and that all special rates in our favor are withdrawn. This, the agent told me as one of the firm, and when I requested a copy of the message, in writing, he declined to comply with the request. The rate to all other dealers is as heretofore, $4.00 per ton, with rebate of fifty cents, making a net rate of $3.50. We do not know any reason for such action on the part of Mr. Utt, and call for a decision from your honorable body as to the legality of such action of unjust discrimination. As there are four other dealers here, it cuts pretty deep. Please take the matter up and inform us at earliest opportunity.

Very respectfully,

SMITH BROTHERS.

DES MOINES, IOWA, July 17, 1883.

C. J. IVES, *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids. Iowa:*

DEAR SIR—The attached complaint of Smith Brothers, of Waterloo, Iowa, against your company is forwarded you for such explanation as you may wish to make to the Commissioners.

By order of the Board,
E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, July 21, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Have yours of July 17th enclosing complaint of Smith Brothers, of Waterloo, in regard to discrimination against them, in rates on hard coal from Chicago, and in reply would say, that the rate of $4.00 named to them, and the fifty cents rebate promised, was with the understanding that this coal was to be shipped either *via* West Liberty or Burlington, thus making us additional revenue to enable us to make this rate. The Messrs. Smith Brothers, however, propose to ship their coal *via* Chicago & Northwestern at Cedar Rapids, and for this reason our Mr. Utt advised them that *if this was done* the fifty cents rebate would not be allowed. Trusting this explanation is satisfactory, I am,

Yours truly,

C. J. IVES,
General Superintendent.

A copy of the above letter was sent Messrs. Smith Bros., which was replied to as follows:

WATERLOO, IOWA, July 27, 1883.

MR. E. G. MORGAN, *Secretary Railroad Commission, Des Moines, Iowa:*

SIR—Replying to your's of 26th instant. The rate of $4.00 per ton on hard coal from Chicago to Waterloo, with rebate of fifty cents per ton was given us without regard to route over which it might come and is the result of the working of the pool between competing lines at this point and in the telegram referred to in our complaint no allusion whatever is made to *routes* or reasons, but was in words exactly as I quoted it in our complaint. For proof to substantiate the matter of an agreed rate and rebate over all connecting lines to this point, I would respectfully refer you to the General Freight Agents of Illinois Central Railroad, Chicago & Northwestern Railway, Chicago, Burlington & Quincy Railroad, as well as Chicago, Rock Island & Pacific Railway. If, as indicated in your quotation from Mr. Ives' letter, the fifty cents rebate from $4.00 was withheld on account of our routing *via* C. & N. W. R'y., how does it occur that fifty cents additional is added making $4.50 as named in their telegram, which I quoted, instead of $4.00. The quotation alluded to does not recite the case as it was, nor the language of Mr. Utt's telegram as conveyed to us by the agent here, Mr. Jas. Huff. No understanding as to routes was had and no conditions were named, when that rate of $4.00 was quoted us by agent here, as necessary to enjoy the rate which was made to all shippers and is in force to-day with all others, and any shipper located on Burlington, Cedar Rapids & Northern Railway can consign his coal *via* Illinois Central or *vice versa*, and obtain the rate $4.00 with rebate of fifty cents, except us, and we can do it over the Illinois Central now. The C. & N. W. R'y has a list of dealers' names here and also the agreement, or a copy thereof, between the competing roads to this point, which we have seen. The question simplified is just this: Can we consign our coal *via* what route best suits us at same rate as is

named over all routes to dealers, or must we take the route selected for us or suffer a discrimination of $1.00 per ton. It seems to us we have the right to choose routes and it has never been denied us heretofore or objection entered to our consigning over either route we chose. The above is our understanding of the matter and the facts in the case.

Very respectfully,

SMITH BROS.

This letter was forwarded to C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, and on August 9th, was answered as follows:

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines:*

DEAR SIR—In answer to your letter of July 28th, in regard to complaint of Smith Bros., would say that the matter has been amicably adjusted.

Yours truly,

C. J. IVES,
General Superintendent.

On the 7th of September, Messrs. Smith Bros., wrote the Board: "We effected an arrangement with the Burlington, Cedar Rapids & Northern Railway Company of the trouble or difficulty between us."

MERRILL & KEENEY, DES MOINES, IOWA, *Complainants,*
vs.
CHICAGO & NORTHWESTERN AND CHICAGO, MILWAUKEE & ST. PAUL R'Y COMPANIES, *Respondents.*
} *Discrimination.*

Filed July 17, 1883.

On the 17th July, 1883, Messrs. Merrill & Keeney appeared before the Commissioners and made complaint, the substance of which was transmitted to the general managers of the railways complained of, as follows:

DES MOINES, IOWA, July 19, 1883.

MARVIN HUGHITT, *General Manager Chicago & Northwestern Railway, Chicago, Ill.:*

DEAR SIR—Messrs. Merrill & Keeney, furniture dealers in this city, make the following complaint to this Board: That they have been in the business about twenty years, and during that time have transacted a general wholesale and retail furniture business; that there is strong competition in their trade, and that any rebate or concession of rates to any parties works to the injury of others.

They charge that your company discriminates against them by treating them as retail dealers only, and refuse them the rebates that you give their competitors in the wholesale furniture business.

The amount of this rebate they are unable to give, but have reason to believe that it amounts to about ten cents per hundred pounds, or giving their

competitors an advantage of about thirteen and five tenths per cent in the haulage, which is sufficient, in the close competition that exists here, to materially affect their wholesale business.

They claim this is a violation of section ten, chapter seventy-seven, of the laws of the Seventeenth General Assembly of the State of Iowa.

The Board wish to know whether the charge of discrimination is true.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, July 24, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners:*

MY DEAR SIR—I am in receipt of your letter of the 19th instant, stating the complaint of Messrs. Merrill & Keeney, furniture dealers at Des Moines: that they are discriminated against by the Chicago & Northwestern Railway in the tariff of rates charged them on shipments of freight over its road.

We have one uniform rate of freight which is applied alike to all shippers between all local stations on this line of road in the State of Iowa. It is not the intention, nor has it been the practice, of this company, at any time, to discriminate between shippers on its lines.

The Central Iowa Traffic Association, comprising all of the roads competing for the freight traffic of Des Moines originating at or destined to St. Louis, Chicago, Milwaukee and other common points, which associated roads are governed by uniform rates and rules, does make some concession from the tariff rates in favor of the wholesale dealers at Des Moines. I am not able to say that in the case presented by you there has been any discrimination, but if the parties believe that the volume of their business is such as to entitle them to a recognition as wholesale dealers, with the customary concession in rates under similar circumstances, I would suggest that they make application to the Association, as the individual roads in the Association cannot act independently in the matter. If they should prefer it, I will direct our General Freight Agent to present their claim for such a recognition.

Very truly,

M. HUGHITT.

MILWAUKEE, August 4, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have your letter of 19th July, as to complaint of Merrill & Keeney, furniture dealers, Des Moines. I beg to say that the Central Iowa Traffic Association, which comprises the roads which handle the freight traffic of Des Moines from or to St. Louis, Chicago, Milwaukee and other common points, makes a concession from the tariff rates in favor of wholesale dealers at Des Moines. If Messrs. Merrill & Keeney can properly be considered wholesale dealers, and the volume of their business is equal to other wholesale dealers who receive the concession, I have no doubt that an application to the Association would secure them the same rate. As an individual party to the Association we are not at liberty, under our agreement, to make independent rates, and I would, therefore, suggest that an application be made by them to the Association. As to the general question of discrimination, it is our intention and has been our practice, as far as I know, to treat all shippers on our line impartially.

Yours truly,

ROSWELL MILLER,
Assistant to Manager C., M. & St. P. R'y.

A copy of this letter was sent Messrs. Merrill & Keeney, to which they replied as follows:

DES MOINES, August 8, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—We think the admissions of Mr. Roswell Miller are all we claimed, and we now claim the protection of the law as the best that could be obtained at the time it was passed to protect small capitalists from the power of larger ones. Mr. Harbach is a retailer as well as ourselves. You can readily see the injustice of allowing him to put his retail stock in his store over a common carrier road, regulated by law of the State, at a less rate than ourselves. It does seem to us that the amount of goods a firm ships is not a condition or circumstance, when both ship by car load or both by the hundred.

Very respectfully,

MERRILL & KEENEY.

DECISION OF THE COMMISSIONERS.

The complaint of Messrs. Merrill & Keeney seems to be not so much in the nature of dissatisfaction with the discrimination in favor of the wholesale as against the retail trade, as with the action of the Central Iowa Traffic Association, which by the rules adopted classes them as simply retail dealers. Their principal competitor is both a wholesale and retail dealer, and their complaint is, that by reason of his being a wholesale dealer he gets wholesale rates for his retail business.

With the same freight rates they could do fully as large a business, and the unjust discrimination has a tendency to always keep them retail dealers. With the same freight rates they would also become wholesale dealers.

The Commissioners believe that this states their position accurately.

The replies of the two railway companies that are named in the complaint are identical; they both deny discrimination in intention or practice, and claim that they treat all shippers over their lines impartially, and for further reply say that "the Central Iowa Traffic Association, comprising all the roads competing for the freight traffic of Des Moines, originating at or destined to St. Louis, Chicago, Milwaukee and other common points, which associated roads are governed by uniform rates and rules, does make some concessions from the tariff rates in favor of the wholesale dealers at Des Moines. We are not prepared to say, in the case presented, whether there has been any discrimination, but if the parties believe that the volume of their business is such as to entitle them to recognition as wholesale dealers with the customary concessions in rates under similar circumstances, we would suggest that they make application to the association, as the individual roads cannot act independently in the matter. If they should prefer it we will direct our general freight agents to present their claim for such recognition."

The reply of Merrill & Keeney, the Commissioners conclude, admits that under the ruling of the Central Iowa Traffic Association their business would only entitle them to the rates furnished retail dealers. They claim that the commissioner law was passed "to protect the small capitalists from the power of the larger ones; that their competitor, Mr. Harbach, is a

retail dealer as well as themselves; that the Commissioners can readily see the injustice of allowing him to put his retail stock in his store, over a common carrier road, regulated by the law of the State, at a less rate than themselves. It does not seem to them that the amount of goods a firm ships is a condition or circumstance authorizing less rates, when both ship by the car-load or the hundred."

Section 1297, of the Code of Iowa, prohibits railways running in the same general direction from making any contract by which they divide the joint earnings upon the whole or any part of the freight transported over their roads. The Central Iowa Traffic Association, as the Commissioners understand, makes no division of earnings, but establishes certain fixed rates to competing points in Iowa, which all the roads composing the association adopt, and then each road secures all the business it can. If we are correct in our information, there is in this no violation of the statute.

Mr. Harbach is a wholesale and retail dealer in furniture at Des Moines, carries on his business in two different buildings, on different streets, sends traveling salesmen through the adjacent country soliciting orders, and if a different rate is made to wholesale and retail dealers, the Commissioners know of no method that can be adopted to prevent his supplying his retail from his jobbing house.

The question resolves itself into this proposition: Are the railways of Iowa justified in making any discrimination in freight rates between wholesale and retail dealers who each ship in car load lots; or, in other words, should the car load be the unit for fixing rates independent of the quantity shipped?

This was presented to the Commissioners in the case of the *Excelsior Coal Company and the Hickory Grove Coal Company vs. the Receiver of the Central Iowa Railway*, reported in Railroad Commissioners' Report for 1878, pages 19 to 28. The Board then held "that the meaning of the law seemed to them to be that all wholesale dealers under similar circumstances and conditions shall be treated alike, and all retail dealers under similar circumstances and conditions shall be treated alike." This interpretation of the law has been followed in every decision made by the Board since that time where the question was involved.

Section 11 of the Commissioner law read as follows: "No railroad corporation shall charge, demand or receive from any person, company or corporation, for the transportation of persons or property, or for any other service, a greater sum than it shall at the same time charge, demand or receive from any other person, company or corporation for a like service from the same place or upon like condition and under similar circumstances; and all concessions of rates, drawbacks and contracts for special rates shall be open to and allowed all persons, companies and corporations alike, at the same rate per ton per mile by car load, upon like conditions, and under similar circumstances, unless by reason of the extra cost of transportation per car load, from a different point, the same would be unreasonable and inequitable; and shall charge no more for transporting freight from any point on its

line, than a fair and just proportion of the price it charges for the same kind of freight transported from any other point."

The Commissioners have never been compelled in any case brought before them to define the meaning or fix the limits of this section, although on several occasions they have discussed it.

As an abstract proposition they would admit that a railway company, during a fixed period, between the same points, could as cheaply transport one thousand loaded cars for one thousand persons as for one person, yet they are also aware that the magnitude of the business in transportation, as in all other transactions, has always been regarded as a reason for concession to the large dealer. To this the State of Iowa owes the growth and extent of its jobbing trade, and, to a certain degree, its manufacturing interests, which are important parts of the business of many of the large towns.

The report of the Board of Trade of Des Moines gives the wholesale statistics for the year 1882 as $30,356,348.00. This, however, includes the principal manufactories. We think we may safely place the legitimate jobbing trade that would be affected by this question at $10,000,000. Estimating the jobbing trade at all other points in the State at $40,000,000, we would have an interest amounting to $50,000,000 that could not be sustained if the jobber was compelled to pay the same rate that the retailer pays.

In our judgment the effect of interference would be to increase the rate of the jobber; not to decrease the rate of the retail dealer.

It is probable that the discrimination, for such it is, that has built up the jobbing interest is in violation of correct economic principles, and that the business might and should be done at the great centers of trade, like New York, Philadelphia, Baltimore, New Orleans, St. Louis and Chicago.

Still, this interest having been built up, and accommodated itself to the wants of the people, the Commissioners do not feel it their duty to interfere in such manner as to crush it out.

If it was a new question, without any money, time, skill and experience having been invested to develop this trade and bring it to its present status, the Board might be induced to hold that the conditions and circumstances did not justify special rates to jobbers under the provisions of section 11, just quoted; but the railway policy as hitherto adopted having built them up, these interests have acquired a right to the discrimination, it being necessary to their continued existence. We understand the theory of fixing jobbers' rates at points where they are given is that the jobbers' rate, plus the local rate to the point where the goods are sold, is about equal to the local rates from Chicago or St. Louis to these points, placing the Iowa jobber in the matter of railway rates nearly on an equal footing with the Chicago or St. Louis jobber.

While fully appreciating the situation in which the complainants are placed, the Commissioners are convinced that the holding they ask would inflict a great injury to the business of the State, and would not reduce the price of any article to the retail dealer or consumer.

They are compelled to say that they cannot recommend a discontinuance

of the special rate to jobbers. They feel the full responsibility of their action, as they are satisfied that the railway companies would readily accede to a request from them to withdraw the special rates heretofore given jobbers.

Des Moines, Iowa, September 18, 1883.

DISSENTING OPINION BY A. R. ANDERSON, COMMISSIONER.

The complaint in this case involves a charge of unjust and unlawful discrimination against respondents in the shipment of freight from Chicago to Des Moines. The complaint and answer are stated in the majority opinion, as are the facts. I think it a mistake to say that the complaint of Messrs. Merrill & Keeney is "not so much in the nature of dissatisfaction with the discrimination in favor of the wholesale dealer as against the retail trade, as with the action of the Central Iowa Traffic Association, which by the rules adopted, classes them simply as retail dealers." This is an issue under section 11, chapter 77, laws of 1878, between Merrill & Keeney and the two railroads named. It seems clear to my mind that this section does not mean that there shall be no limitation upon the discrimination made in rates between large and small shippers, and in any event it is utterly immaterial how the Central Iowa Traffic Association classified complainants. Neither complainant or this Commission know anything about or have any business with this Association, and it is incompetent and against a sound public policy for the railway companies of this State to create a master by their joint action, or otherwise, from whom they must obtain leave to make answer to complaints by shippers, or to whom they are bound by the rules of the association to refer complaints, "as the individual roads in the association cannot act independently in the matter". This is simply a plain charge of unlawful discrimination by complainants against the two roads named, and to this charge the individual roads must answer for themselves. They cannot shield themselves behind an association of their own creation, unknown to the laws of this State and not amenable thereto.

So much then of the reply of respondents as refers to the Central Iowa Traffic Association is not material. Respondents deny discrimination generally, but admit that "the Central Iowa Traffic Association, comprising all the roads competing for the freight traffic originating at, or destined to, St. Louis, Chicago, Milwaukee, and other common points, which associated are bound by uniform rates and rules, does make some concession from the tariff rates in favor of the wholesale dealers in Des Moines." Without conceding the right of the Central Iowa Traffic Association to answer in this case, this admission in its behalf may well be taken as the admission of the companies themselves. Here then is an admission by respondents of discrimination. The only remaining question is: Does the discrimination admitted constitute a violation of the provisions of section 11, chapter 77, laws of 1878? That some limitation be placed upon discrimination between wholesale and retail dealers seems not only just, but is supported by every consideration of a sound public policy. The spirit

of our laws is to protect the weak against the encroachments of the strong. To not place this limitation somewhere between the large shipper and the small, is to reverse the order and foster and encourage the strong at the expense of the weak. It is not a question of breaking down or even curtailing the jobbing business of Des Moines and other Iowa points. It is rather a question of building up, extending and strengthening the jobbing interests of these points by enforcing a broader and more equitable distribution of cheap transportation, to the end that monopoly therein may be restricted and healthy competition increased. And, if in placing proper limitation on discrimination between wholesale and retail dealers in their shipments of freight over the railways of the State, harm comes to the jobbing interests of Des Moines and other Iowa points, by reason of the railways withdrawing their special rates from the favored few, rather than extending it to the many who are entitled thereto under the operations of this just and proper limitation, the responsibility for that harm will be with the railway companies and not with the Commissioners.

What hardship can a just limitation, such as making the car load the unit, work to the railway companies, and why they withdraw their special rates to the few jobbers and "crush out" the whole business, when we are told by the majority opinion, and told truly, that the railway companies can carry between given points, for a given period of time, one thousand loaded cars to one thousand persons as cheaply as to one person? A contrary policy to this works the gradual but constant diminution of the number of jobbers at a given point. If the wholesale dealer or large shipper gets concessions over the retail dealer or small shipper, a greater wholesale dealer or still larger shipper will, in turn, get yet still other concessions over the wholesale dealer of limited means, and it is only a question of time when the survival of the strongest will have been accomplished, and monopoly, most hateful and hurtful to everybody save its proprietors, finally established amidst the wreck of the "small fisted" dealers who did not do business sufficient to secure the cheap rate. How long, under this policy, would it take to put the jobbing, and any other business in this country, in the hands of the few men in each line of trade that the railway manager had singled out for favorite rates in consequence of his business having reached just the precise volume that entitled him thereto? It would only be a question of time. To prevent this very result the law has interposed a limitation between large and small shippers, making the car load the unit or base from which to reckon rates. I need not quote the law. It is found in said section 11, already quoted at length in the majority opinion. It is admitted in the majority opinion "that a railway company, during a fixed period, between the same points, could transport as cheaply one thousand loaded cars for one thousand persons as for one person," and if said section 11 does not mean that the railway company shall not do this, I have not a dawn of a conception as to what it does mean. "Yet," says the majority opinion, "they are also aware that the magnitude of the business in transportation, as in all other transactions, has always been regarded as a reason

for concession to the large dealer. To this the State of Iowa owes the growth and extent of its jobbing trade, which is an important part of the business of many of the large towns." Yet, it is quite as true, perhaps, that under a wiser and more liberal policy we would have enjoyed greater growth and prosperity in this same direction. The wonderful energy and resources of our people are such that they may enjoy great prosperity under even bad policies. Hence, I cannot concur in the statement "that the effect of interference would be to increase the rates of the jobber, not to decrease the rates of the retail dealer." If the limitation imposed is the car load, and the proposition that the roads can carry between given points, in a given time, one thousand loaded cars to one thousand persons as cheaply as to one person is true, it would seem that the assumption that such limitation would "crush out" or even injure the jobbing trade in this State is not well founded. It does not at all follow that the construction of law here insisted on would in any manner injuriously affect Des Moines' great jobbing interest. As to whether the retail dealer and the jobber paid the same rates would depend on whether each made shipments in car load lots. I cannot, therefore, see how the application of this rule would in any sense justify the railway companies in increasing jobbers' rates, and do not believe they would, for such reason, assume the responsibility of doing so. The jobber in his large means has sufficient advantage in the markets over the retail dealer, without this undue advantage over the highways of the country.

The man with large means, and who buys large quantities of goods at a time, has quite enough advantage over the man with small means, who buys small quantities of goods at a time. This is the purely private affairs of men with which it has never been the policy of the law to interfere, and this field is quite ample to afford man a sufficient opportunity to display all his powers in amassing wealth. This principle, without limitations, cannot safely be applied to the management of the railways of the country. They have been held by the courts to be public highways, and the corporations operating them are common carriers. They must be open to all alike, as nearly as possible, and this object was no doubt in view and sought to be attained as nearly as could be by the imposition of the limitation imposed in said section eleven.

And in all deference to the majority opinion, this construction was given to said section by this Commission in the case of the *Trustees of Red Oak Township, Montgomery County, vs. the Chicago, Burlington & Quincy Railroad Company*, and two similar cases from same county, which will be found in the fifth annual report of Board of Railroad Commissioners, for year 1882, at page 554. The Commissioners there held "that like charges be made where not less than full car-load lots are offered at the same station, and if concessions or drawbacks be given, they should be open to all shippers offering freight of the same kind, in the same class, in the same line of busness."

In view of the law as I understand it, and the former decisions of this Commission, I conclude that complainants, when making shipments by car-

load lots, are entitled to any and all concessions open to any and all shippers, no matter in what quantity offering freight of the same kind, in the same class, in the same line of business.

A. R. ANDERSON,
Railroad Commissioner.

Des Moines, Iowa, September 25, 1883.

OLEY NELSON AND 45 OTHERS, SHELDAHL, IOWA, *Complainant,*
vs.
CHICAGO & NORTHWESTERN RAILWAY AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents.*
Failure to comply with section 1292, Code of 1873.

Filed July 21, 1883.

To the Honorable, Board of Railroad Commissioners of Iowa:

We, the undersigned, citizens of Sheldahl and Cambridge, of Story county, Iowa, and Madrid, of Boone county, Iowa, do request and petition your honorable body to order and require the Chicago & Northwestern Railway Company and the Chicago, Milwaukee & St. Paul Railway Company, to put in a transfer at the crossing of said roads, in Story county, Iowa, one and a half miles north of Sheldahl, Story county, Iowa, as the shipping interests of said towns and the traveling public demands the same.

[Signed] OLEY NELSON and 45 others.

This complaint was acknowledged and filed July 21st, and copy sent to the general managers of the roads named, who replied as follows:

CHICAGO, JULY 23, 1883.

DEAR SIR—I am in receipt of your favor of the 21st instant, with accompanying petition from the residents of the towns of Sheldahl and Cambridge, Story county, and Madrid, Boone county, Iowa, asking for a connecting track at the point of intersection of the Chicago, Milwaukee & St. Paul and Northwestern roads in Story county, for the accommodation of these towns. I have this morning written Mr. Merrill on this subject, and have said to him that we were ready to co-operate with his company in the construction of the track, and requested him to have his representative communicate with ours with the view of the speedy completion of the work.

Very truly.

M. HUGHITT,
General Manager C. & N. W. Ry.

To E. G. MORGAN, *Secretary, etc.*

SHELDAHL, IOWA, November 5, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners:*

SIR—Yours of 2d inst. at hand. The Northwestern Railway has completed their part of the "Y," but the Chicago, Milwaukee & St. Paul Railway has only got the ties down. They will complete it soon, I think.

Respectfully,

OLE NELSON.

W. R. BROWN, WALLINGFORD, IOWA, *Complainant*, vs. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*. } *Damages for detention of goods.*

Filed July 25, 1883.

WALLINGFORD, EMMETT CO., IOWA, July 23, 1883.

Railroad Commissioners of Iowa:

SIRS—As you are a sort of Board of Arbitration between railroads and people, I will lay before you a grievance. The latter part of April I shipped by Chicago, Milwaukee & St. Paul Railway a car of emigrant goods, consisting of one pair horses and twenty-two head of cattle, and goods, from Viola, Linn county, Iowa, to Estherville, Emmett county, Iowa. The car left Viola Tuesday morning and arrived at Emmetsburg Wednesday at 11 A. M. The stock was unloaded. I, with my family, arrived at Estherville the same evening. My grievance is that my stock and goods were held at Emmetsburg until Saturday evening at a large expense, and my family, six person, kept at a hotel on expense. The railway, I found, run but one train a week, just as suited their own convenience. I found a number of others had suffered great loss and inconvenience by the same kind of treatment.

I wrote to the company, claiming twenty-five dollars damage (it should have been more), but have had no reply, and so place the matter before you, thinking the company may condescend to pay some attention to you. Let me hear from it.

Yours, etc.,

W. R. BROWN.

This complaint was sent Mr. S. S. Merrill, General Manager Chicago, Milwaukee & St. Paul Railway, and was replied to as follows:

MILWAUKEE, July 31, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to inclosed complaint of Mr. W. R. Brown, if he will give the dates we will investigate the matters complained of.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

Inclosed was the following note from the General Freight Agent of the road:

MR. MILLER—We have not received any claim from Mr. W. R. Brown. Will have to have full particulars in order to investigate.

A. C. BIRD.

DES MOINES, IOWA, September 4, 1883.

ROSWELL MILLER, *Assistant to the General Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—Referring to your letter of July 31st, in reference to complaint of W. R. Brown, Wallingford, Emmett county, Iowa, who shipped a car of emigrant goods from Viola, Iowa, to Estherville, you ask for dates.

"The car was shipped March 20th, arrived at Emmetsburg March 21st at 11 A. M., and was held there until the 24th." So writes Mr. Brown to this office.

Mr. Brown says in his complaint, that he claims twenty-five dollars of the Chicago, Milwaukee & St. Paul Railway Company for detention and the expense of keeping his family at a hotel. Will you please have the matter investigated and report your findings to the Board?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, September 15, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—I have investigated the complaint of W. R. Brown, as to delay of car of emigrant goods at Emmetsburg, Iowa, March 21st to 24th, and find that at the time detention occurred we were crowded with an unprecedented rush of emigrants, and were taxing every engine to its utmost capacity. We had not a spare engine on our line. This was the only car we had for Estherville, and we could not have run it up there without delaying trainloads of emigrants and their goods, and rendering ourselves liable to a just charge of mismanagement and inexcusable delays to the large volume of business on our main line. We consider it to be our duty in such extraordinary emergencies to so use our resources as to accommodate the greatest number. Certainly no neglect can be shown in this case.

Yours truly,

ROSWELL MILLER,
Assistant to the Manager.

DES MOINES, IOWA, September 19, 1883.

ROSWELL MILLER, *Assistant to the Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—Your letter of 15th admits that Mr. Brown's statement that his car of cattle, etc., reached Emmetsburg at 11 on the morning of Wednesday, March 21st, and was detained until the evening of Saturday, the 24th. A road that runs but one train a week is anomalous, and the Commissioners find difficulty in applying to it the rules that usually govern transportation. They understood that, at the time, the Burlington, Cedar Rapids & Northern Road was daily sending trains from Emmetsburg to Estherville; was there any reason why this car of live stock could not have been transferred to that line if your road was unable to forward it in reasonable time?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, September 24, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa;*

DEAR SIR—Replying to yours of 19th inst., in regard to complaint of Mr. Brown, we could have sent the car load by the Burlington, Cedar Rapids & Northern Railway from Emmetsburg to Estherville, but for the reason that if we had done so it would have been overcharged to a considerable extent, and Mr. Brown, being on the ground, made no request to have it done. In order to end the controversy, we would be willing to pay Mr. Brown something to reimburse him for actual outlay caused by the delay, but do not think we should pay anything on account of supposed damage.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, September 26, 1883.

ROSWELL MILLER, *Assistant to Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—Your letter of 24th inst. received. The Commissioners are inclined to believe that the most satisfactory method of disposing of the case referred to would be for your agent at Estherville to see Mr. Brown and make an arrangement with him as you suggested.

They are anxious, as far as possible, to avoid this line of investigation, and believe in this case an equitable basis of settlement ought to be reached with all the facts admitted. Was there a contract for the delivery of the car at Estherville for a specified amount?

Respectfully,

E. G. MORGAN,
Secretary.

MILWAUKEE, September 27, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa;*

DEAR SIR—Replying to yours of 26th inst., I have directed our claim department to endeavor to make a reasonable adjustment of the claim of W. R. Brown.

Yours truly,

ROSWELL MILLER,
Assistant to the Manager.

ESTHERVILLE, IOWA, November 28, 1883.

Railroad Commissioners:

SIRS—Your favor received and noted. In reply will say the difference with the Chicago, Milwaukee & St. Paul road is satisfactorily settled, and all is lovely.

Yours, etc.

W. R. BROWN.

W. H SAUCER, ACKLEY, IOWA, *Complainant,*
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent.*
} *Overcharge and discrimination.*

Filed July 31, 1883.

Before the Honorable Commissioners of Railroads of the State of Iowa:

Your petitioner, W. H. Saucer, a resident of and dealer in marble at Ackley, Hardin county, Iowa, hereby complains of the defendant as follows:

First. The said defendant, on or about the first day of June, 1883, transported for your petitioner from Farley, Iowa, to Ackley, Iowa, one car load of base rocks, charging your petitioner therefor the sum of twelve cents per hundred pounds, which your petitioner charges is and was wrongful, discriminating and excessive.

Second. The said defendant, on or about the fourteenth day of July, 1883, transported for your petitioner from Farley, Iowa, to Ackley, Iowa, two base rock for which it charged your petitioner the sum of twenty cents per hundred pounds, which your petitioner charges is and was wrongful, discriminating and excessive.

Your petitioner asks that said charges be investigated and such order made in the premises as required by law.

W. H. SAUCER,
By WM. V. ALLEN,
His Attorney.

This complaint was sent to W. K. Ackerman, President Illinois Central Railroad Company, which was answered as follows:

CHICAGO, August 8, 1883.

MY DEAR SIR—Your favor to our President of August 2d, has been by him referred to me. These shipments were charged at our printed tariff of date twenty-second of March, 1883, which is the same per mile and on all classes, as also car loads as is in effect on Chicago & Northwestern Railway, Chicago, Burlington & Quincy Railroad and Chicago, Rock Island & Pacific Railway in Iowa since April 24, 1879, and as I understand it was submitted by the three lines mentioned, to the Commissioners, and approved by them as reasonable before being issued, and the rates charged are less than is charged by Chicago, Milwaukee & St. Paul, Burlington, Cedar Rapids & Northern, and other roads in Iowa. We submit that the amount charged for the services rendered, considering the volume of business and the net results of our Iowa Division, are reasonable.

Yours very truly,

J. F. TUCKER,
Traffic Manager I. C. R. R.

E. G. MORGAN, *Secretary.*

DECISION OF THE COMMISSIONERS.

W. H. Saucer, a dealer in marble at Ackley, Hardin county, Iowa, complains that on the first day of June, 1883, the Illinois Central Railroad Company charged him on a car load of base rock, twelve cents per hundred pounds, and on the fourteenth day of July, 1883, they charged him on two base blocks twenty cents per hundred pounds from Farley to Ackley, which he claims was wrongful, discriminating and excessive.

The distance from Farley to Ackley is one hundred and nine miles. The Granger tariff rate on this stone for a class B road would be, in car load lots, $21.59, or ten and seventy-eight hundredths cents per hundred pounds; on stone in detached lots would be twenty and thirty-seven hundredths cents per hundred pounds.

In car load lots, Mr. Saucer paid one and twenty-two hundredths cents more than the rate fixed by that law, and in the single piece he pays thirty-seven hundredths of a cent less than the rate.

There is no discrimination in the case, and the Board are of the opinion that, in view of the volume of business on the road, the rate is not excessive.

RENKEN & TAMMEN, PARKERSBURG, IOWA, *Complainants*,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*.
} *Overcharge.*

Filed July 31, 1883.

PARKERSBURG, IOWA, July 27, 1883.

L. S. COFFIN, *Railroad Commissioner, Fort Dodge, Iowa:*

DEAR SIR—We had one car load of brick shipped to us from Dubuque, at a distance of 118 miles; it contained 8,000 brick, 30,750 pounds, and had to pay $38.45, which we think is taking the advantage of the public by charging such enormous prices. We think we ought to be entitled to $6.45 as overcharge, from what parties paid last winter. Will you be kind enough to investigate this matter, if the railroad company can make such charges.

Respectfully yours,

RENKEN & TAMMEN.

This complaint was forwarded to the President of the Illinois Central Railroad Company, and was answered by the letter of J. F. Tucker, of August 8th, in the preceding case.

DECISION OF COMMISSIONERS.

Messrs. Renken & Tammen, of Parkersburg, Iowa, complain that the Illinois Central Railroad Company charges them $38.45 for a car load of eight thousand brick, weighing 30,750 pounds, hauled from Dubuque to Parkersburg, a distance of one hundred and eighteen miles; that the price is enormous, and an advantage taken of the public; that from prices charged the previous winter it is an overcharge of $6.45.

The answer of Mr. Tucker, Traffic Manager, is, that the rate charged is that of the printed tariff of March 22, 1883, and is the same per mile on all classes as adopted by the trunk line roads, and has been in effect from April, 1879; that it is less than the rates of the Chicago, Milwaukee & St. Paul and the Burlington, Cedar Rapids & Northern Railways. He claims that the rate is reasonable for the service.

The Granger tariff for the same service, which was supposed to be reasonable, would have been on this car-load lot $34.74, or $3.71 less than charged.

The Commissioners understand that there is no discrimination charged, and considering the business done think the rate not excessive.

FRANK W. VORSE, DES MOINES, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC, AND CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANIES, *Respondents*.
} *Damages and lost goods.*

Filed August 2, 1883.

Mr. Vorse complained that he shipped a barrel of castings and machinery from Springfield, Missouri, to Des Moines, Iowa, over the railways appearing as respondents; that the barrel was lost and the machinery broken in transit, for which he claimed $23.50 damages.

The matter was referred to John Given, Superintendent of the Chicago, Rock Island & Pacific Railway, and adjusted to the satisfaction of complainant.

H. B. GLOVER & CO., DUBUQUE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent*.
} *Delay in shipping goods.*

Filed August 8, 1883.

DUBUQUE, IOWA, August 7, 1883.

To the Railroad Commissioners of Iowa:

GENTLEMEN—We inclose you a copy of letter from one of our agents, who is also conducting a store at Walker, Iowa. His letter tells the story about as it is. The Burlington, Cedar Rapids & Northern Railway Company have for some time seemed to put all the obstacles in our way that they could, and we think that calling your attention to this vexatious and annoying delay might do good. The roads are supposed to carry freight, and the time they take to carry them in is out of all reason. Their reason for doing it is, we suppose, to get the "long haul," which seems to be the great and only question the average railroad manager' head of to-day contains.

An early answer will oblige,

Yours respectfully,

H. B. GLOVER & Co.

Inclosed letter read as follows:

Mr. Burrell says it takes goods so long to come from Dubuque that he gets provoked every time he has any come from there. The complaints about delays of freight are not confined to him alone, but come from all along the line. We ourselves never get a bill of goods through from Dubuque to Walker short of seven or eight days, and it is often very provoking. The delays are caused at Independence, where the Illinois Central Railroad claim they are transferred all right, and the Burlington, Cedar Rapids & Northern Railway neglect them; while the B., C. R. & N. R'y claim that the I. C. R. R. neglect to send them over their advance charges, consequently cannot forward till they receive them. The fact is they both should be gone for with a sharp stick, for it is hurting Dubuque all along the line of the B., C. R. & N. R'y, above Independence, as well as below.

(Signed), JOSEPH NORTON.

This complaint was sent to C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway Company, and was answered as follows:

CEDAR RAPIDS, August 22, 1883.

E. G. MORGAN, *Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Returning papers in complaint of Glover & Co., of Dubuque. Please note attached correspondence, from which it would seem there is no fault on our part.

Yours truly,

C. J. IVES,
General Superintendent.

Inclosed correspondence was as follows:

CEDAR RAPIDS, IOWA, August 11, 1883.

G. W. HALLOCK, *Agent, Independence:*

DEAR SIR—Please note attached complaint of Railroad Commissioners. Will you please say how freight is handled at your station coming from Dubuque to our local points? I see no good reason for detention. I notice freight is hauled over by team transfer; do they handle it promptly?

Yours truly,

J. E. UTT,
General Freight Agent B., C. R. & N. R'y.

INDEPENDENCE, IOWA, August 15, 1883.

J. E. UTT, *General Freight Agent B., C. R. & N.R'y, Cedar Rapids:*

DEAR SIR—Referring to attached complaint, would say that I cannot see where any delay on our part comes in, as all transfer freight is billed out and forwarded as soon after we get billing from connecting lines as is possible. As we have but one train daily each way, in cases where freight does not reach us in time to be billed and loaded for this train, it of course has to wait until the following day. Goods are transferred by team.

Yours truly,

G. W. HALLOCK.

CEDAR RAPIDS, IOWA, August 21, 1883.

C. J. IVES, *General Superintendent B., C. R. & N. R'y, Spirit Lake, Iowa:*

DEAR SIR—Complaint of detention of shipments from Dubuque for points on this line, etc., herewith. There is no desire on the part of this company to throw any obstacles in the way of the free movement of freight. Complaints similar to the one at hand are of common occurrence. When they are received they are given prompt attention, and remedy applied, if possible. The parties in question have said nothing about their dissatisfaction that I call to mind.

Yours truly,

J. E. UTT,
General Freight Agent.

DES MOINES, IOWA, September 20, 1883.

H. B. GLOVER & Co., *Dubuque, Iowa:*

GENTLEMEN—Mr. Ives, General Superintendent of the Burlington, Cedar Rapids & Northern Railway, denies any fault for delays in freight from Dubuque to points on his line. Mr. Utt, General Freight Agent, says "there

is no desire on the part of this company to throw any obstacles in the way of the free movement of freight."

Mr. G. W. Hallock, Agent at Independence, writes as follows: "All transfer freight is billed out and forwarded as soon after we get billing from connecting lines as is possible. As we have but one train daily each way, in cases where freight does not reach us in time to be billed and loaded for this train, it has to wait until the following day. Goods are transferred by team."

You will see that the officers and agents of this company deny the allegations of the complaint. It will therefore be necessary to establish a case, to take some particular shipment and follow it up, giving us the names of the shippers, the date it left Dubuque, and the date it reached Walker, or any other point on the B., C. R. & N., and the Commissioners will endeavor to ascertain where the delay is, and who is in fault. General complaints are usually met with general denials.

Respectfully,

E. G. MORGAN,
Secretary.

DUBUQUE, November 5, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—It is impossible for us to get our tracers returned. They pay no attention to them. We therefore have to get tracers from here to Independence, and then get the consignee to send us his freight bill, with date of receipt. This all takes time and patience.

Yours respectfully,

H. B. GLOVER & CO.

DUBUQUE, IOWA, December 15, 1883.

E. G. MORGAN, *Secretary, Des Moines, Iowa:*

We cannot get these tracers returned. Will endeavor to get more evidence if we can.

H. B. GLOVER & CO.

The Commissioners had hoped to have closed this case, but have not yet received from Glover & Co. evidence to sustain the complaint.

H. W. HARRIS, PERRY, IOWA, *Complainant,*
vs.
DES MOINES & FORT DODGE RAILROAD COMPANY, *Respondent.*

Damages for cattle killed on highway crossings.

Filed August 11, 1883.

PERRY, IOWA, August 8, 1883.

Railroad Commissioners:

DEAR SIR—On the 2d of July one of my steers, with one or two other cattle, was standing on a highway railroad crossing and could have been seen by the engineer for a long distance He ran into them without trying to stop, killing the steer. The company claims it does not have to pay for stock killed on crossings. Will you please write whether they are bound to pay for it or not.

Yours,

H. W. HARRIS.

DES MOINES, IOWA, August 9, 1883.

H. W. HARRIS, *Perry, Iowa:*

DEAR SIR—Your letter of August 8th received and contents noted. The Commissioners desire you to give them a history of the case: What railroad the accident happened on, whether by a freight or passenger train, the exact location where it occurred, and the time of day.

By order of the Board.

E. G. MORGAN,
Secretary.

PERRY, IOWA, August 10, 1883.

DEAR SIRS—I received your letter of inquiry. My steer was killed by the Des Moines & Fort Dodge Railroad Company on July 2d, about 3 P. M. by the passenger train going north. My steer with one or two others was standing on a crossing (highway); the track is straigh for miles and slightly down grade, the stock could have been seen for a long distance. The company had damned up a pond of water near the crossing which drew the cattle there and after drinking they would stand on the crossing, as it was high and cool I have four or five witnesses living in the vicinity, who saw the whole transaction. We wrote to their lawyer who gave us to understand they would do nothing unless sued. I have had one killed since in the same place; she ran on track ahead of train, and I don't know that they are liable in such a case.

Yours,

H. W. HARRIS.

DES MOINES, August 15, 1883.

H. W. HARRIS, *Perry, Iowa:*

DEAR SIR—Your letters of August 8th and 10th have been considered by the Commissioners. The case of *Smith v. C., R. I. & P. Ry.*, Iowa Reports, volume 34, page 508, says: "Now if the cattle were in the habit of frequenting the track, as between the plaintiff and the defendant, it became the plaintiff's duty to be the more diligent in his efforts to keep them off; and while this fact might require greater diligence on the part of the defendant, yet if neither the plaintiff nor the defendant used greater care they were equally negligent and neither could recover from the other. In other words, the owner of the cattle may not turn them out and enable them to frequent a place of great peril on the depot grounds or track of a railroad company and then demand that the railroad company shall stops its trains and drive off his cattle, or slacken the speed, or change the time table, in order to deliver his cattle from the peril in which he has voluntarily placed them."

The Commissioners are inclined to the opinion that the case, as you have stated it, would hardly entitle you to recover, under the law as interpreted by the Supreme Court.

Respectfully,

E. G. MORGAN,
Secretary.

CITIZENS OF HAWARDEN, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*. } *Petition for depot.*

Filed August 21, 1883.

LE MARS, IOWA, August 16, 1883.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Citizens of Hawarden, in Sioux county, have forwarded to me the inclosed petition, which explains itself, and requested me to send same to you with a request that, at as early a date as may be convenient, you will consider and grant the prayer of the petition. It is represented to me, and I am prepared from personal observation, as a traveler over the Chicago, Milwaukee & St. Paul line, to endorse the statement, that while trains on that line slack up in passing, and deliver and receive mail, yet no full stop is made and no convenience afforded passengers to alight from or get on the trains on this road at the station of Hawarden. It is true that their station at Calliope is not more than one mile distant from Hawarden, yet it would seem that some arrangement might be made between the two companies which would afford greater conveniences to those who may wish to get on or off the C., M. & St. P. cars at the latter place. It is probably true that there may not exist a very pleasant feeling between the two railway companies and the people of the two towns, and yet Hawarden is becoming quite a village, and her people feel that they are entitled to better treatment from the C., M. & St. P. R'y Co. I sincerely hope you may find the request reasonable and make such order as in the premises may be just to all concerned. When you arrive at a decision please communicate the same to me or to Mr. G. F. Hunter at Hawarden.

Yours truly,

I. S. STRUBLE.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

We, whose names are hereunto subscribed, do earnestly petition that a suitable passenger station be located at Hawarden, Iowa, by the Chicago, Milwaukee & St. Paul Railway Company where their road crosses the Chicago & Northwestern Railway, and we give reasons for our prayer as follows:

This town of Hawarden is now a town of about five hundred inhabitants, and, being a division station for both passenger and freight trains of the Toledo & Northwestern Railway Company and Dakota Central Railway Company (of the Chicago & Northwestern Railway Company) is fast becoming a town of prominence for all kinds of business, and although the C., M. & St. P. trains merely stop here for mail and have a station at Calliope, one mile north of this, a regular passenger station at this point would greatly convenience the people here and the traveling public in general. And your petitioners will ever pray that one be located here forthwith, and such an one becoming a growing division town.

Dated August 8, 1883, Hawarden, Iowa.

[Here followed signatures of forty citizens of Hawarden.]

ORANGE CITY, IOWA, August 21, 1883.

HON. L. S. COFFIN:

DEAR SIR—The people of Hawarden, Sioux county, are anxious to have a depot at the crossing of the Chicago & Northwestern Railway and Chicago, Milwaukee & St. Paul Railway at their town in the western part of Sioux county. It is very inconvenient for them to be compelled to go to Calliope, when the lines cross right at their town. They ought to have some accommodation, I should think, as a good deal of business is done at Hawarden, and much of it has to be transferred by team to Calliope, which a small depot at Hawarden would obviate. Can you not get the Milwaukee to put in a depot there?

Yours,

FINLEY BURKE.

The above petition and letters were sent to Roswell Miller, Assistant to the Manager Chicago, Milwaukee & St. Paul Railway, to which the following reply was made:

MILWAUKEE, August 30, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR.—I am in receipt of your favor of the 21st instant, inclosing petition of citizens of Hawarden asking that a passenger station be located at that place. Our station at Calliope is less than a mile distant from Hawarden. We cannot at present afford to establish and maintain two stations so near together, and of course we cannot abandon our station Calliope.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DECISION OF THE COMMISSIONERS.

A petition of forty (40) citizens of Hawarden, indorsed by the Hon. I. S. Struble, was presented to the Board, asking that the Chicago, Milwaukee & St. Paul Railway Company be required to locate and erect a suitable passenger station at Hawarden, where their road crosses the Chicago & Northwestern Railway. The petitioners state that the town of Hawarden has about five hundred inhabitants; that it is a division station for both passenger and freight trains of the Toledo & Northwestern and Dakota Central Railways, both branches of the Northwestern road; that a regular passenger station at this point would be of great advantage and convenience to the people of Hawarden, which is fast becoming a town of prominence for all kinds of business.

The papers were submitted to the Chicago, Milwaukee & St. Paul Railway, and Mr. Roswell Miller, assistant to the manager, replies that their station at Calliope is less than a mile from Hawarden; that they cannot at present afford to maintain two stations so close together, and cannot abandon their station of Calliope. The station Calliope, on the C., M. & St. P. R'y, was established and has been a station on that line of road ever since it was completed, at least five years before the Northwestern road was built in that locality.

The question whether the railway company could abandon this station or transfer it to another point, without the consent of all parties interested, or who have acquired some rights by the establishment and existence of Calliope station, is probably intended to be a part of Mr. Miller's reply.

The complaint is made under the following provisions of section 3, of the Commissioner law:

"Whenever in the judgment of the Railroad Commissioners, it shall appear that any railroad corporation fails in any respect or particular to comply with the terms of its charter or the laws of the State * * * * * or any addition to, or change of its stations or station-houses * * * * * or any change in the mode of operating its road and conducting its business, is reasonable and expedient in order to promote the security, convenience,

and accommodation of the public, said Railroad Commissioners shall inform such railroad company of the improvements and changes which they adjudge to be proper, * * * * * and a report of the proceedings shall be included in the annual report of the Commissioners to the legislature."

The matter for the Commissioners to determine is whether the business with the C., M. & St. P. road, of the five hundred people living at Hawarden, is of sufficient magnitude to justify the Commissioners' requiring them to erect and maintain another passenger station within less than a mile of a station that was established long before the petitioners had any interest in their present location, and which it is fair to presume they cannot now abandon.

As at present advised the Commissioners do not feel justified in making the recommendation asked.

Des Moines, Iowa, September 21, 1883.

CLINE & BENNETT, MERIDEN, IOWA, *Complainants*, vs. ILLINOIS CENTRAL RAILROAD COMPANY, *Respondent*. } *Incorrect weight on lumber shipped from Dubuque.*

Filed August 29, 1883.

MERIDEN, IOWA, August 17, 1883.

MR. L. S. COFFIN, *Fort Dodge, Iowa:*

SIR—We are lumber dealers. We want to know if the Railroad Commissioners have any powers in the following cases, or case. We ship our lumber from Dubuque; the railroad company has it weighed at that point; we have been weighing the lumber here since last spring, and find a good many cars fall short from the railroad company's weights, all the way from one thousand to seven thousand pounds on such cars. We have furnished the railroad company's agent with scale tickets showing corrected weights, and paid freight on corrected weights. They kicked on such weights, but we had their agent weigh one car, which fell short seven thousand pounds. He reported same and received correction; but they have now ordered their agent not to correct weights, but make us pay freight on Dubuque weights, claiming that they are supposed to be right. We are willing to pay on all such as are right, but don't like to submit to highway robbery in such a way.

A good many cars have been overcharged from five to twelve dollars, which we think is too much. Please let us know by mail if there can be anything done in the case if they should overcharge us, as they have done in the past.

Yours truly,

CLINE & BENNETT.

The compiaint was sent to J. F. Tucker, Traffic Manager Illinois Central Railroad, and was answered as follows:

CHICAGO, September 18, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Referring to your letter of August 29th, with enclosure of copy of complaint of Messrs. Cline & Bennett, of Meriden, I beg to enclose some correspondence relating to the matter. You will notice what the agent at Dubuque says with regard to the manner in which he weighs the cars; also, the corrections which have been made by us on eight of the thirty-five cars that this firm has received since January 1st. We very cheerfully leave the matter in the hands of the Commissioners, submitting, however, that we are full as likely to be correct in our weighing at Dubuque as they are at Meriden. I would like to have all the pa-

pers returned to me with the decision of the Commissioners. I need not assure you that it is our policy to charge only on what is actually transported: and with all due respect to our patrons, upon whom we depend for every cent of our revenue, and for whose good opinion we aim to do everything consistent, yet, in my judgment, in the course of a year we move a great deal of overweight tonnage, for which we get no money.

Yours truly,

J. F. TUCKER,
Traffic Manager.

CHICAGO, August 13, 1883.

F. E. WILLIS, *Agent Illinois Central Railroad Company, Meriden:*

DEAR SIR—I want to call your attention to corrections made on Dubuque way-bills 1281 and 2753. I have instructed Dubuque to honor the corrections, but as to the future, wish to say that this lumber is all carefully weighed on the track scales at Dubuque, and, it is fair to presume that our weights are correct. If, however, at any time, there is manure or other dirt in the stock cars, or any other evidence of overcharge, advise me before making corrections, sending memoranda of weights or such other evidence as you have. I do not like to have corrections made after the property has been weighed on track scales without good evidence, and being approved by this office before the charge is made.

Yours truly,

H. L. SHUTE,
General Freight Agent.

CHICAGO, September 1, 1883.

F. E. WILLIS, *Agent, Meriden:*

DEAR SIR—Refer to Mr. Shute's letter to you of 13th of August. How do Cline & Bennett weigh their lumber when delivered to them at Meriden? Please give me full particulars on this sheet.

Yours truly,

J. F. TUCKER.

DEAR SIR—This firm weigh their lumber when unloaded from car, on common hay scale by wagon loads, and is weighed by a disintereste party, who has nothing to do with the lumber whatever.

Yours truly,

F. E. WILLIS.

CHICAGO, September 10, 1883.

L. H. PARKER, *Agent Illinois Central Railroad Company, Dubuque, Iowa:*

MY DEAR SIR—See enclosed correspondence, which please return. How do you weigh this lumber: do you separate the cars? Are the track scales in good order? Make statement please, showing date, number of car, number of way-bill weight and rate of all cars shipped to this Meriden firm since January 1, 1883, and what corrections you have acknowledged.

Yours truly,

J. F. TUCKER.

DUBUQUE, IOWA, September 12, 1883.

J. F. TUCKER, *Traffic manager:*

DEAR SIR—Enclosed I hand you statement as requested, shipments of lumber for Cline & Bennett, Meriden, Iowa, January 1st to date. We formerly weighed lumber in cars coupled, moving very slow over the scales. Since early summer we have weighed the cars detached, and that is the orders to the men now. Last winter we could not clean stock cars, and many cars were loaded with manure in them, but a reasonable amount of weight was deducted to cover the weight of the manure, but of course in many instances the estimate would be low,

as the lumber covered the manure and a man could not see it. I have no doubt many cars were billed under weight, too much having been allowed for the manure and sand, but no one was ever, to my recollection, anxious enough about the company to come in and tell us they were undercharged on one car, and that we could add three to seven hundred pounds to the next car to make up our loss on the former car. Our scales sometimes get out of order, but the *scales man* comes around occasionally, and if not all right he puts them in good order. During the last three months he has been here twice and reported to me both times, after he made examination, that he found the scales all right. The enclosed report shows the corrections that have been made on their lumber.

Yours truly,

L. H. PARKER,
Agent.

Attached to this letter were way-bills, showing that thirty-five cars of lumber had been forwarded to Messrs. Cline & Bennett, and that corrections in weight had been made on eight of these cars.

DECISION OF THE COMMISSIONERS.

On the 17th of August, 1883, Messrs. Cline & Bennett, lumber dealers at Meriden, enter complaint to the Commissioners that they have been shipping lumber from Dubuque over the Illinois Central Railroad; that they have been weighing the lumber since last spring and find many cars fall short of the railroad company's weight; that they furnished the agent at Meriden with tickets showing the corrected weight, and the freight bills were allowed to be paid on the corrected weights.

On the 13th of August, H. L. Shute, general freight agent, writes from Chicago to the agent at Meriden, instructing him in the future to make no corrections without the approval of his office after sending the evidences of overcharge, Mr. Shute claiming that the weight was quite as likely to be correct weighed on the track scales at Dubuque as at Meriden. He directed the corrected way bills of July 12th and 25th to be allowed. This order gave rise to the complaint. On September 1st, Mr. Tucker, traffic manager, writes Mr. Willis, the agent at Meriden, asking him how Cline & Bennett weigh their lumber. The reply is, "By wagon loads, on a common hay scale, the weighing being done by a disinterested party." The railroad company furnished the Commissioners the way bills of lumber from Dubuque to Meriden, consigned to Cline & Bennett, from January 1st to September 7th. The total number of cars shipped during that time was thirty-five; the first corrected bill was on February 17th; the last allowed, paid by the agent, was July 25th. Between February 17th and July 25th twenty-three cars were shipped to the firm; of this number, eight were allowed a deduction for over-weight by the station agent of $41.19, the overcharge running from $1.70 to $9.35 per car. The over-weight was as follows; On car February 17th, 1,000 pounds; March 17th, 1,100; March 24th, 3,850; April 2d, 4,400; May 23d, 2,600: June 2d, 5,500; July 12th, 4,900; July 25th, 900.

The amount seems large, but the Meriden agent, in allowing this, if he properly regarded the interests of his employers, had ample reason to be satisfied that the weights as furnished by Cline & Bennett were correct. No

explanation of the cause of the incorrectness of weights was furnished by the complainant, but Mr. L. H. Parker, agent at Dubuque, supplies the information. He says that the lumber is often loaded in stock cars with manure in them, and the men were supposed to deduct a reasonable amount to cover the weight of the manure, but in many instances the estimate would be low, as the lumber covered the manure and the men could not see it.

The Commissioners can hardly believe that the officers of the Illinois Central Railroad would claim this method of determining the weight as correct when compared with the weight of the lumber weighed on even a hay scale by the wagon load. The looseness of this method of doing business is hardly creditable to the company. To guess at the weight of the manure and water in a sanded car is, under the most favorable circumstances, a very questionable practice; when the car is filled with lumber so as to cover it, no estimate can be made. We suppose the practice is to deduct from the total weight the registered weight of the car, with such allowance as may be thought best. The entire practice seems reprehensible. It is the business of the railway company to provide some means of doing this accurately and, if no other method can be arrived at, the stock cars should be weighed before they are loaded as well as afterwards.

The company have no right to complain if their men guess too little. The lumber dealer, in exercising all the means in his power to attain accuracy, is certainly doing a commendable thing.

The Board would recommend, if the railroad company can devise no better means for getting at the weight of lumber accurately, that they adopt that furnished by the weigh-master at Meriden. They regret to have complaints of this character to investigate; the lumber and cars are in the possession of the company, and it is their duty to the public and themselves to provide for accuracy.

Des Moines, Iowa, September 21, 1883.

A. HUNTER, WYMAN, LOUISA COUNTY, IOWA, *Complainant*,
vs.
BURLINGTON & NORTHWESTERN RAILWAY COMPANY, *Respondent*.

For failure to comply with section 1268, Code 1873.

Filed August 31, 1883.

WYMAN, LOUISA COUNTY, IOWA, August 24, 1883.

MR. A. R. ANDERSON:

DEAR SIR—Having a matter of difference with the Burlington & Northwestern Railway in the way of stock guards and fence, thought I would lay the matter before your honorable body for adjustment, having appealed to company time and again for relief, and received none. In the first place, when the road was built through my land four years ago, they gave me a contract in which they agreed to pay me $300 in cash and fence the road with hog proof fence on both sides. They paid the $300 in about one year, and that is all they have done. I will say in regard to the contract, there was no time specified when fence should be put in but conveyed the idea to me that it would be in the course of one year. I received the con-

tract for fence as a part of my damage. Now, I have in the time changed my land to meadow and wish to pasture during fall months in which it becomes necessary for me to have a fence or stock guards, which I have asked for, and the company refuses to give me either. Last fall I pastured by keeping my boy from school to herd the stock from their track. I, in the meantime, fenced up to their track east and west, and then asked for a stock guard to protect my crop, when Mr. Gerry, the superintendent of the road, would promise fair, but promises was all I would get. Seeing your operations elsewhere, thought perhaps you could give me some means of relief. Hoping to hear from you, I am,

Very respectfully,

A. HUNTER.

This complaint was sent to Mr. John T. Gerry, Superintendent Burlington & Northwestern Railway, who replied as follows:

BURLINGTON, IOWA, September 9, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I have yours of August 31st, enclosing complaint of Mr. Hunter. I have always told him he could have stock guard when he had any fence. His trouble seems to have been that he wanted it before. He now has fence and roadmaster is instructed to put in guard. So far as fencing right of way is concerned, we are unable to do anything.

I am sorry to say that the crop failures of the past few years have been a very serious matter to us, and although we would like very much to not only build this fence, which we are under peculiar obligations to undertake, but also in other places where the obligation is quite as strong, even though not set out in an agreement.

Yours very respectfully,

JOHN T. GERRY.

DES MOINES, IOWA, September 20, 1883.

A. HUNTER, *Wyman, Louisa county, Iowa:*

DEAR SIR—The Commissioners forwarded your letter of August 24th to the officers of the Burlington & Northwestern Railway Company. Mr. John T. Gerry, Superintendent, says that he has instructed the Road Master to put in cattle guards on your land and would have put them in sooner had your fence been built.

Mr. Gerry acknowledges the obligation to build the fence, but pleads the poverty of his company. He says the crop failures of the past two years have been a very serious matter with them, and they have failed to comply with this contract with you from utter inability to meet it.

The Railroad Commissioners have no power to enforce the performance of a contract; their duties are largely in the nature of arbiters.

In your case there is no question between you and the company but the failure to perform a contract the force of which they admit.

By order of the Board.

E. G. MORGAN,
Secretary.

CRYSTAL MILL & GRAIN COMPANY, COUNCIL BLUFFS, IOWA, *Complainant*,
vs.
IOWA POOL LINES, *Respondent*.
} *Discrimination.*

Filed August 31, 1883.

COUNCIL BLUFFS, August 29, 1883.

To the Honorable Railroad Commissioners of the State of Iowa:

GENTLEMEN—We respectfully call your attention to what seems to us an unjust discrimination on the part of the Iowa Pool lines of railroad in classification of *flour*. They class from one to ten ton lots of flour in cotton sacks, owner's risk of wet and waste, at third class, which is too high. Give no class for 5,000 to 10,000 pound lots. As it is now it costs us twenty-six cents ton lots to Creston, car lot sixteen cents; Des Moines thirty cents, car lot nineteen cents; Davenport forty cents, car lot twenty-two and a half cents, while Kansas City ships to any point in Iowa on the five lines at twenty cents car lots, being an unjust discrimination against Iowa mills in favor of more distant mills and over two lines of railroad, at less corresponding rates. And we earnestly ask your early consideration of this claim, and such recommendations as your wisdom deems just in the premises, for which we shall ever pray.

Respectfully,

CRYSTAL MILL & GRAIN COMPANY.

This complaint was sent to the General Managers of the Chicago & Northwestern Railway, Illinois Central Railroad, Chicago, Burlington & Quincy Railroad, Wabash, St. Louis & Pacific Railway, Chicago, Milwaukee & St. Paul Railway, and the Chicago, Rock Island & Pacific Railway, who replied as follows:

CHICAGO, September 12, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—I am in receipt of your favor of the 1st instant, covering complaint of the Crystal Mill & Grain Company, of Council Bluffs, of unjust discrimination on the part of the Iowa lines in the classification of flour; and so far as it refers to there being no rates fixed, under the present classification in use in Iowa, for shipments weighing over 2,000 pounds and less than 20,000 pounds, the difficulty will be removed by the adoption of the Joint Western Classification, September 24th, which will make shipments of flour as follows:

In barrels any quantity less than full car loads, fourth class.

In cotton sacks, owner's risk of wet and waste, fourth class.

In paper sacks, owner's risk of wet and waste, third class.

Car load lots whether in barrels, cotton or paper sacks owner's risk of wet and waste, to be carried at wheat rates.

We are not directly interested in the movement of flour from Kansas City to Iowa points, as such shipments are not made to stations on our line. We understand, however, that the differences existing in the present rates from Council Bluffs and Kansas City to Iowa points on car load lots has been referred to a committee composed of the freight representatives of the roads interested in carrying the property, with instructions to report a plan for adjusting and equalizing the rates at an early date. We have no doubt the committee will reach a conclusion which will be equally satisfactory to your Honorable Board and the Crystal Mill & Grain Company.

Yours truly,

M. HUGHITT,
General Manager Chicago & Northwestern Railway.

CHICAGO, September 3, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—I have your esteemed favor of the first instant, with inclosure of copy of letter from Crystal Mill & Grain Company, of Council Bluffs, complaining against the Iowa pooled lines discriminating against Iowa mills. As the complaint refers to nothing that we do on our line, I have taken the liberty of forwarding your letter to J. W. Midgley, who is Commissioner of the Iowa Trunk Line Association.

Yours truly,

J. F. TUCKER,
Traffic Manager Ill. Cent. R. R.

CHICAGO, September 10, 1883.

E. G. MORGAN, *Secretary:*

MY DEAR SIR—Referring to yours of September 1st, inclosing copy of letter from Crystal Mill & Grain Company, of Council Bluffs, Iowa, and my reply to you thereto of September 3d. September 5th, at the meeting of the Iowa Trunk lines, the matter was referred to a committee consisting of Messrs. Ripley, Sage and Olds, they to investigate the matter, with the view of removing the discrimination complained of, if any exists.

Yours truly,

J. F. TUCKER.

Letters to the same effect were received from the other companies addressed, and on November 6th the complainant informed the Board that the matter had been satisfactorily adjusted.

KANAN SPRENKLE, IMOGENE, IOWA, *Complainant,*
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed September 1, 1883.

IMOGENE, IOWA, August 27, 1883.

MAJOR ANDERSON, *Railroad Commissioner:*

DEAR SIR—This will inform you that I understand that the Wabash, St. Louis & Pacific Railway Company is making a discrimination in freight rates from Council Bluffs to Chicago—twenty-five cents per hundred pounds for corn from Council Bluffs and twenty-eight cents per hundred pounds from Imogene, some forty miles nearer Chicago, or a difference of three cents per hundred pounds in favor of Council Bluffs, which will make a difference of $180 per annum in my shipping. I don't think this is right. If it pays the company to haul for twenty-five cents from Council Bluffs, I think they ought to haul for the same from Imogene. I hope you will investigate the matter, and not allow us poor farmers to be treated in this way. I don't want the company to do my hauling cheaper than they are hauling for others but I look for them to do it for the same, for it is some forty miles nearer, and I know it can be done by them.

Your friend,

KANAN SPRENKLE.

The Commissioners called on Mr. Sprenkle for proof, which has not been furnished. The case has therefore been dismissed for neglect to comply with this request.

J. W. WINKLER, WOODWARD, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.

Discrimination and Damages.

Filed September 19, 1883.

Mr. Winkler, a dealer in grain and live stock, at Woodward station, on the Chicago, Milwaukee & St. Paul Railway, complains that J. A. Hartman, the owner of an elevator at the station Woodward, has been receiving, between the first of April, 1882, and the present time, from the company, a drawback on grain by the hundred and on the car load of live stock. He has no means of knowing the amount, and asks the Board, under the provisions of section 9, chapter 77, laws 1878, to examine under oath the agents and the books of the company to determine the amount of this drawback. Mr. Winkler states that since the opening of the road, April 1, 1882, J. A. Hartman has shipped from Woodward station two hundred and forty cars of grain and stock; J. W. Winkler and J. W. Winkler & Co. eighty-seven cars grain and stock.

He claims that he is discriminated against in his business contrary to the provisions of section 11 of the Commissioner law.

A copy of this complaint was sent Mr. Roswell Miller, Assistant to Manager C., M. & St. P. Ry., who answered as follows?

MILWAUKEE, October 4, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Referring to your favor of the 20th ult., complaint of J. W. Winkler, Woodward Station, Iowa. We have had Mr. Winkler here and have made him the same rates as are made to A. J. Hartman, although the rates made to Hartman are based upon his volume of shipments, and the fact that he had at our solicitation built an elevator at Woodward for the purpose of handling grain promptly and preventing delays to our cars, and has incurred a heavy expense. We consider it proper and right to make a less charge for transportation of grain moving through an elevator, on account of the greater promptness in loading our cars. We have, however, not made a point of this with Mr. Winkler, and shall not until compelled to do so, as we desire to work in harmony with all shippers.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

A copy of this letter was sent complainant, who replied thereto as follows:

WOODWARD, IOWA, October 9, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—In reply to yours of 6th instant, would say that I do not claim the company have not made me the same rate as Mr. Hartman at present. My complaint is for the past. I insist on having what grain and stock I have shipped since this station started carried at the same rate as Mr. Hartman. This they positively refused me when I called on them, but did agree to give me the same rate in future as they did Mr. Hartman. I inclose you some correspondence between the General Freight Agent of this Division and myself. These let-

ters are in answer to one from me about as follows: "May I expect that I shall receive the same rebate on stock and grain already shipped as others have received?" They admitted giving Mr. Hartman a rebate on hogs since February last, and offered to give me the same if I would put in bill. I insisted on having the same from time the station started. This they refused. I propose, if possible, to compel them to go back to time this station started.

Respectfully yours,

J. W. WINKLER

DES MOINES, IOWA, October 31, 1883.

ROSWELL MILLER, *Assistant to Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee, Wis.:*

DEAR SIR—In the matter of the complaint of J. W. Winkler, Woodward, Iowa, the enclosed letters, received from him some days ago, are forwarded you for examination, and such an answer as you may see proper to make.

By order of the Board.

E. G. MORGAN,
Secretary.

MILWAUKEE, November 17, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Your communication of October 31st, enclosing the complaint of J. W. Winkler, of Woodward, Iowa, directed to Mr. Roswell Miller, assistant to the general manager, was duly received, and has been handed to me for reply. It appears from said complaint that Mr. Winkler is not complaining of any present action of the company, or any that has taken place within a year past. He complains of transactions that took place prior to November, 1882, and during the first few months that our road was operated in that section, and before our business there was properly organized.

The freight agent who was in charge of that business at that time is not now in the employ of the company, and whether any irregularities were practiced by him of the kind complained of, we are not advised; and we would barely suggest that in our opinion such a complaint hardly comes within the purview of the statute creating your Commission.

He is not complaining of the present conduct of the company and we hardly think that we should now be called to an account for matters that took place more than a year ago and before the business of our road on that line had been properly organized; and as the freight agent who made those arrangements, whatever they were, is now out of our employ, it might be difficult for us to determine whether the action imputed to us was ever taken by him. And we most respectfully submit that we ought not to be called upon to make further answer to said complaint.

Very truly yours,

JOHN W. CARY,
General Solicitor.

DES MOINES, IOWA, November 22, 1883.

JNO. W. CAREY, *General Solicitor Chicago, Milwaukee & St. Paul Railway Company, Milwaukee, Wis.:*

DEAR SIR—Your letter of November 17th received and contents noted. It is true that the transactions of which Mr. Winkler complains were prior to November, 1882, but that portion of the road with which his business relations existed was built some years after the passage of the Commissioner law, and the Board see no reason why you should have cause to complain of

its provisions. They are of the opinion that a careful examination of sections 10, 11 and 12 of the law will satisfy you, if Mr. Winkler's complaint is true, that the provisions have been violated. Section 3 of the law defines the duties and powers of the Board, and the Commissioners in calling your attention to this case do not believe they are assuming any powers not conferred by the statute.

They would prefer that the adjustment should be made between the parties, but if this cannot be done, will feel it their duty to examine into the facts and advise the company of their finding in the case.

By order of the Board,

E. G. MORGAN,
Secretary.

MILWAUKEE, December 14, 1883.

E. G. MORGAN, *Secretary, etc.*:

DEAR SIR—Absence from home has prevented an earlier reply to your letter of November 22d, in the matter of the complaint of Mr. Winkler.

I did not intend in my letter to question your right or power to act in the case of Mr. Winkler, provided you deemed it a case requiring your action. I have no doubt that the complaint is within the power and authority conferred upon your Board, and only intended in my letter to suggest whether the Board felt themselves called upon to take up a case of this kind where the practices complained of had long since ceased, which continued but for a short time and were incident to the matters connected with the first establishment of the line and before its business had in fact become established.

We do not desire to put your Board to any trouble in the matter, but will ourselves endeavor to look into the case and take such action as the circumstances appear to require.

Very respectfully yours,

JOHN W. CARY,
General Solicitor.

DECISION OF THE COMMISSIONERS.

Mr. Winkler's complaint is that between the first of April, 1882, the time of opening the Chicago, Milwaukee & St. Paul railway line to station Woodward, and the fourth of October, 1883, J. A. Hartman, the owner of an elevator at that station and a dealer in grain and live stock, received a drawback on grain shipped by the hundred pounds, and on live stock by the car load; and that this drawback is a violation of the Commissioner law. The company admit the discrimination, as claimed, but from October 4th, 1883, say they have given all parties at this station the same rates.

Mr. Winkler asks, on the eighty-seven car loads that he has shipped, the same drawback given his competitor, who, in the same period, shipped two hundred and forty cars.

In the case of the *Trustees of Red Oak vs. the Chicago, Burlington & Quincy Railroad Company*, reported on page 554 of Railroad Commissioners' Report, 1882, the Commissioners construe section 11, of chapter 77, of the acts of the Seventeenth General Assembly, to mean that the mere fact of owning or operating an elevator furnishes "no good reason why a farmer or merchant should not get the same rate as an elevator man gets, provided he

loads *substantially in the same time.*" "We do not believe that the law requiring like rates under like conditions and circumstances justifies distinction between owners of elevators and other shippers."

The Commissioners are of the opinion that Mr. Winkler is entitled to the same drawback that the company has voluntarily paid Mr. Hartman. They have not thought it necessary to determine the amount that the company should return to Mr. Winkler, as rebate, further than is indicated above.

Des Moines, Iowa, December 8, 1883.

H. F. SHIPLEY, POST-MASTER, AND 112 OTHER CITIZENS OF HERNDON AND VICINITY, IOWA, *Complainants,*
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent.*

Petitoin for a passenger depot at the crossing of C., M. & St. P., and W., St. L. & P. R'ys.

Filed September 19, 1883.

HERNDON, IOWA, October 27, 1883.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

We, the undersigned, citizens of Herndon and vicinity, do respectfully petition your honorable body to have erected and maintained at crossing of Chicago, Milwaukee & St. Paul Railway with Wabash, St. Louis & Pacific Railway, a suitable shelter for the better accommodation of passengers; and we further ask you to have, or cause to be made, a side-track for the transfer of freight.

[Signed] H. F. SHIPLEY, and 112 others.

A copy of this petition, with two letters making the same complaint, were sent the General Manager of the Chicago, Milwaukee & St. Paul Railway, who replied as follows:

MILWAUKEE, October 2, 1883.

R. G. MORGAN, *Secretary, etc.*:

DEAR SIR—Referring to complaint of H. F. Shipley, Herndon, Iowa, the crossing referred to is about one and one-half miles west of our station, Jamaica. We do not name it on our time cards, nor do we consider it a station. We cannot afford to maintain another station so near to Jamaica, nor is there sufficient business to justify it. We placed the platform there solely as a matter of accommodation to the few passengers who may desire to take or leave our trains while we make the crossing stop. It seems to have been a mistake to so accommodate them.

Not long since the Post-master attempted, through the Post-office Department, to compel us to stop our trains on the east side of the crossing, that is, to make two stops of east bound trains. Failing to accomplish this, he now comes to you, the ultimate object being a regular station, which would compel us to deliver mails to and from trains, and in effect to maintain a complete station.

The citizens of Herndon have made several efforts to compel us to establish a station at this point. Their appeal to you is another effort in the same direction.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DECISION OF THE COMMISSIONERS.

On the 19th day of September the Commissioners received a complaint signed by H. F. Shipley, postmaster of Herndon, that either he or his assistant were compelled to carry the mail from Herndon to the platform erected by the Chicago, Milwaukee & St. Paul Railway at the crossing of the narrow gauge road, and that during inclement weather, when the trains were late, it was very unpleasant to remain there without shelter.

In answer to questions from the Board he says that the distance from the post-office to the platform is about forty rods; the distance that the company should deliver the mail is at all points within eighty rods of the station; that the company receives and delivers passengers at these platforms, but provides no protection for them while waiting. Mr. Sawyer, mail messenger, under date of September 24th, makes about the same complaint. Dr. F. C. Jones, on October 23d, makes the complaint that passengers for these trains suffer great inconvenience and discomfort for failure of the company to provide shelter.

These letters are followed by two petitions, one dated October 29, 1883, signed by L. G. Rice and thirty-eight others, and the other dated October 27, signed by H. F. Shipley and one hundred and twelve others, asking the Commissioners to order the erection and maintenance of a suitable station-house or shelter for passengers at the crossing.

In answer to the complaints, Roswell Miller, Assistant to the General Manager of the C., M. & St. P. R'y, writes that the crossing is one and one half miles from the station Jamaica on their line; they do not regard this point as a station, do not name it on their time-cards, although as a matter of accommodation to the few passengers who may desire to take their trains while making the crossing-stop, they have placed platforms. He says the ultimate object is a regular station which would compel them to deliver mails to and from trains and in effect to maintain a complete station.

The authority for the Commissioners to interfere in this case, if such is intended by the law, is found in section 3, chapter 77, of the laws of the Seventeenth General Assembly, which reads: "Said Commissioners shall have the general supervision of all railroads in the State operated by steam, and shall inquire into any neglect or violation of the laws of this State by any railroad corporation doing business therein, or by the officers, agents or employes thereof, and shall from time to time carefully examine and inspect the condition of each railroad in the State and of its equipment and the manner of its conduct and management with reference to the public safety and convenience." * * * * * * "Whenever in the judgment of the Railway Commissioners, it shall appear that any railroad corporation fails in any respect or particular to comply with the terms of its charter or the laws of the State, or whenever in their judgment any repairs are necessary upon its road, or any addition to its rolling stock, or any addition to or change in its stations or station-houses * * * * * * is reasonable and expedient in order to promote the security, convenience and accommodation

of the public, said Railroad Commissioners shall inform such railroad corporation of the improvements and changes which they adjudge to be proper by a notice thereof in writing," etc.

The first question to be determined is whether at this crossing a passenger station should be maintained. From personal examination and the information that the Commissioners have been able to obtain, they are clearly of the opinion that it should, and that it should be kept comfortable for passengers waiting for trains.

The second question is as to their powers under the law. The Commissioners, after examining the sections of the law quoted above, have reached the conclusion that they did not intend to convey power to the Board to compel the companies to erect and maintain passenger stations at these points.

There are about thirty cases of the same character in the State, and they would suggest that the simplest and surest method of accomplishing this would be the passage of a general law, as in Missouri and Michigan, requiring all railways crossing at grade to erect and maintain suitable station-houses at the crossing, to be maintained jointly at the expense of the roads. This would readily solve a question that will always be troublesome until finally settled in some such way.

The Missouri law reads as follows: "Every railroad corporation in this State, which now is or may hereafter be engaged in the transportation of passengers or property, shall give public notice of the regular time of starting and running its cars, and shall furnish sufficient accommodations for the transportation of all such passengers, baggage, mails and express freight as shall, within a reasonable time previous thereto, be offered for transportation at the place of starting, at the junctions of other railroads, and at the several stopping places; and shall, at all crossings and intersections of other railroads, where such other railroad and the railroad crossing the same are now or may hereafter be made upon the same grade, and the character of the land at such crossing or intersection will admit of the same, erect, build and maintain, either jointly with the railroad company whose road is crossed, or separately by each railroad company, a depot or passenger house and waiting room, or rooms sufficient to comfortably accommodate all passengers awaiting the arrival and departure of trains at such junction or railroad crossing, and shall keep such depot or passenger house warmed, lighted, and opened to the ingress and egress of all passengers a reasonable time before the arrival and until after the departure of all trains carrying passengers on said railroad or railroads; and they are hereby required to stop all trains carrying passengers, at the junction or intersection of other railroads, a sufficient length of time to allow the transfer of passengers, personal baggage, mails and express freight, from the trains of railroads so connecting or intersecting, or they may mutually arrange for the transportation of such persons and property over both roads without change of cars; and they shall be compelled to receive all passengers and freight from such connecting or intersecting roads whenever the same shall be de-

livered to them. Every railroad corporation or company which shall fail, neglect or refuse to comply with the conditions of this section from and after the first day of July, 1881, shall, for each day said corporation or railroad company refuses, neglects or fails to comply therewith after said day, forfeit and pay the sum of twenty-five dollars, which may be recovered in the name of the State of Missouri to the use of the school fund of the county wherein said crossing is situate; and it shall be the duty of the prosecuting attorney to prosecute for and recover the same."

The Michigan law reads as follows: "All railroad corporations * * * shall, at all points of connection or intersection with the roads of other corporations, unite with such corporations in establishing and maintaining suitable platforms and station houses for the convenience of passengers desiring to transfer from one road to the other, and for the transfer of baggage or freight, whenever the same shall be desired by either corporation, or ordered by the Commissioner of Railroads; the expense of constructing and maintaining such station house and platform shall be paid equally by such corporations. Such corporations, connecting or intersecting as aforesaid, shall also, whenever desired by either of them, or ordered by the Commissioner of Railroads, so unite and connect the tracks of said several corporations as to permit the transfer from the track of one corporation to the other of loaded or unloaded cars designed for transportation upon both roads. * * * * Any railroad corporation refusing to comply with any of the provisions of this section shall be liable to a penalty not exceeding five hundred dollars."

Des Moines, Iowa, December 22, 1883.

WILLIAM BUTLER, CLARINDA, IOWA, *Complainant*,
vs.
WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, *Respondent.*
} *Discrimination.*

Filed September 22, 1883.

CLARINDA, IOWA, September 20, 1883.

COL ANDERSON, *Sidney, Iowa:*

DEAR SIR—There is an order in vogue at Bingham, Iowa, at the instance of the Wabash, St. Louis & Pacific Railway Company, charging two cents extra for grain loaded from wagons. This order is intended to compel farmers to sell to elevator men, and is wrong and in open violation of law, and is causing a good deal of dissatisfaction and talk at this time, and is hurting elevator men. Now as one of the Commissioners I trust you will exercise yourself to have the Wabash people remove said order at once. If you succeed let me know and oblige a friend.

WM. BUTLER.

In this case the railway company was notified of the complaint, and Mr. Butler directed to furnish the Commissioners proof to establish his allegations. Having failed up to the present time to do so the case is dismissed.

W. E. BRADFORD, BRITT, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.

Excessive passenger fare.

Filed October 17, 1883.

BRITT, HANCOCK COUNTY, IOWA, October 15, 1883.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Inclosed find my complaint *vs.* the Chicago, Milwaukee & St. Paul Railway Company. You will please file the same and advise me of any reply made thereto by the said company.

Yours to command,

W. E. BRADFORD.

Before the Honorable, The Board of Railroad Commissioners of the State of Iowa:

Your complainant states that he is a citizen of the State of Iowa, residing at the town of Britt, in Hancock county. That he is a lawyer and finds frequent occasion to travel on said railway company's line between the said town of Britt and the towns of Garner, Clear Lake, Mason City, Wesley and Algona. That the said railway company's rate of fare between the said points is four cents per mile; and while your complainant is not well versed in railway affairs, yet he believes and is informed that the said rate is unreasonably high and closely borders on extortion.

That on this day, to-wit: the 15th day of October, A. D. 1883, the said railway company placed on sale between the points above named and other stations as well, return trip tickets at about three and a half cents per mile, but nevertheless your complainant believes and is well informed and therefore states that even the said rates last above named are unreasonably high.

Therefore, your complainant asks that the said railway company be recommended to lower its rates of passenger fare and establish such reasonable rates as your Honorable Board shall recommend.

W. E. BRADFORD.

Dated October 15, 1883.

A copy of this complaint was sent Roswell Miller, Assistant to Manager, Chicago, Milwaukee & St. Paul Railway. who replied as follows:

MILWAUKEE, October 31, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—I am in receipt of your favor of the 17th instant, inclosing complaint of W. E. Bradford, that the charge of four cents per mile for single trip fares and of three and a half cents for round trip fares on our Iowa and Dakota Division, is unreasonably high. In reply, I beg to say that the earnings of passenger trains on our Iowa and Dakota Division do not justify the complaint. Our average earnings per train per mile are only (cents 96.4), while our average earnings per train per mile in Wisconsin is $1.24. If Mr. Bradford makes frequent trips on the Iowa and Dakota Division, he may reduce the cost by purchasing thousand mile tickets at two and a half cents per mile.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, November 2, 1883.

W. E. BRADFORD, *Britt, Iowa:*

DEAR SIR—In the matter of your complaint against the Chicago, Milwaukee & St. Paul Railway Company for excessive charges for passenger fare on their Iowa and Dakota division, the general manager, in reply to a letter from the Board, sends a communication, a copy of which I enclose. The rates of fare on all Iowa railroads are fixed by statute—see sections 1 and 2, chapter 68, acts of the Fifteenth General Assembly, and as amended by section 1, chapter 77, acts of Seventeenth General Assembly. It is made the duty of the Executive Council to classify them according to their gross earnings. I find in the office of the Secretary of State that the C., M. & St. P. R'y in Iowa is all classed as a "C" road. Would not this entitle them to charge four cents per mile?

The Commissioners are of the opinion that, under the provisions of chapter 77, acts of the Seventeenth General Assembly, they are not authorized to recommend the reduction asked for in your petition.

Respectfully,

E. G. MORGAN,
Secretary.

COMPLAINT of Commissioner Coffin against the dangerous crossing of tracks of the Illinois Central Railroad and Minneapolis & St. Louis Railway companies at the west end of the Illinois Central station grounds in Fort Dodge, Iowa.

DES MOINES, IOWA, October 12, 1883.

E. T. JEFFERY, *Superintendent Illinois Central Railroad, Chicago, Illinois:*

DEAR SIR—Your attention is respectfully called to the matter of the danger to which the public is exposed who have occasion to cross your tracks at Fort Dodge.

At this time we would call more especial attention to the road crossing at or near the west end of your yard at the Fort Dodge station. We understand the court has decided, in the case between you and the M. & St. L. Ry. Co., that the latter company shall move their track down the hill and go under your road. Cannot you insist on having this done at once? There is scarcely one hundred feet between your track and that of the M. & St. L. Co. at the place where the road crosses, and the building now used for oil storage near your track completely hides the view, so that teams coming up the hill cannot see anything in your yard. A team coming into town may pass over the M. & St. L. road and then be stopped by moving trains before it crosses yours, and then a train passing on the M. & St. L. would shut the team right in between the two moving trains; a very bad place for nervous teams. As it now is, it is only a question of time when some bad acci-

dent will happen there. That oil house should be moved, at any, rate at once. Even after the M. & St. L. Co. cease using the track nearest you, with the oil house there, there is more or less danger.

The Board would suggest whether it would not be well for your company to take into consideration the feasibility of having a good wagon road *under* your track at one or both ends of your yard at Fort Dodge. These crossings are very dangerous and unless something of the kind suggested can be done will not public safety demand that a flagman be stationed at these crossings?

By order of the Board,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, October 12, 1883.

W. H. TRUESDALE, *Vice-President Minneapolis & St. Louis Railway Company, Minneapolis, Minnesota:*

DEAR SIR—The Board of Railroad Commissioners would call your attention to the fact of the imminent danger to which the public is exposed who have occasion to cross the railroad tracks of your company and that of the Illinois Central Railroad Company at the highway crossing at or near the west end of the yard of the Illinois Central Company at Fort Dodge.

We understand it is the intention of your company to use the new track made by it and go under the track of the I. C. Co. as by a decree of court. Would it not be well to abandon the use of the old track *at once* as the danger to the public is so evident and imminent?

A great many verbal complaints have been made to individual members of the Board by parties who have occasion to use the common public road leading from the town of Fort Dodge across the river by way of the lower bridge at said town. It is hoped that this suggestion will be all that is needed, and that no more formal official action will be found necessary to protect the public in the safety they have a right to demand.

By order of the Board.

E. G. MORGAN,
Secretary.

CHICAGO, October 24, 1883.

E. G. MORGAN, *Secretary, etc:*

MY DEAR SIR—I have your letter of the 12th inst., in relation to Minneapolis & St. Louis crossing at Fort Dodge, the location of an oil house at that station, and other matters. I enclose a letter from Division Superintendent Gilleas, with other papers, which please read to the Honorable Board, and return to me. I have been doing all I possibly could for two years to do away with the grade crossing of the Minneapolis & St. Louis road, and I expect it will be abolished at the end of this month. I will extend the side-track, and remove the oil house to a better location. It is impracticable to do anything to the highway crossing referred to in the correspondence.

Yours very truly,

E. T. JEFFERY,
General Superintendent.

MINNEAPOLIS, MINN., October 22, 1883.

E. E. MORGAN, *Secretary, etc.:*

DEAR SIR—Your favor of the 12th inst. was received during my absence. Replying thereto would say, that we recognize the importance of using our new track at Fort Dodge at the earliest possible moment, and we are arranging so to do. Before doing so, however, we want to relay it with new steel rails, it being on a very heavy grade and sharp curve; and are also desirous of finishing up some work on the new yard we are locating in the southern part of the city. We expect, however, to have this all done, and the new track laid ready for use, by Sunday, the 27th. I would say that at this dangerous place our trains are always run with the utmost care and at very slow speed; and so far as I have heard there has never been anything approaching an accident at that point.

Yours truly,

W. H. TRUESDALE,
Vice-President M. & St. L. R'y Co.

CRYSTAL MILL AND GRAIN COMPANY, COUNCIL BLUFFS, IOWA, *Complainants*,
vs.
KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, *Respondent.*
} *Discrimination.*

Filed October 31, 1883.

COUNCIL BLUFFS, IOWA, October 29, 1883.

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN—We respectfully file before your Honorable Board a complaint against the Kansas City, St. Joseph & Council Bluffs Division of the Chicago, Burlington & Quincy Railroad in Iowa, for discrimination against the mills in Council Bluffs and in favor of mills at St. Joseph and Kansas City. For instance, take the town of McPaul, twenty-nine miles from Council Bluffs, our charges are sixteen cents per hundred; St. Joseph, ninety miles, sixteen cents; Kansas City, one hundred and sixty miles, eighteen cents; while the distance tariff of the main line and other divisions of the C., B. &. Q. R. R. in Iowa would be only twelve cents. Same discrimination at Hinton, Pacific Junction, Bartlett, Percival, Nebraska City, and Hamburg, all in Iowa.

We ask that this division of the C., B. & Q. R. R. be required to adopt the same distance tariff as is used on other divisions of the C., B. & Q. R. R. in Iowa, for which we will ever pray.

Respectfully,

CRYSTAL MILL AND GRAIN COMPANY.

This complaint was sent J. F. Barnard, General Superintendent Kansas City, St. Joseph & Council Bluffs Railroad, who replied as follows:

ST. JOSEPH, Mo., November 13, 1883.

DEAR SIR—Your favor of the 31st ult., with copy of "complaint filed against your company by the Crystal Mill and Grain Company of Council Bluffs," was duly received.

I need hardly suggest to you that we do not know any such thing as "the Kansas City, St. Joseph & Council Bluffs division of the Chicago, Burlington & Quincy Railroad in Iowa," or that the Kansas City, St. Joseph & Council Bluffs Railroad Company is an organization en-

tirely distinct and separate from the Chicago, Burlington & Quincy Railroad Company as a matter of fact.

The complainants' charge is substantially that this company charges the same rate on flour from Council Bluffs to McPaul, a distance of 31.9 miles, that it does from St. Joseph to McPaul, a distance of 97.3 miles, or from Kansas City to McPaul, a distance of 165.3 miles. The rates charged by this company on *flour to McPaul* are for:

CAR LOAD LOTS.	LESS THAN CAR LOAD LOTS.
From Kansas City, 18 cents.	From Kansas City, 32 cents.
From St Joseph, 16 cents.	From St. Joseph, 25 cents.
From Council Bluffs, 10 cents.	From Council Bluffs, 16 cents.

The rates mentioned in the complaint, viz., from Kansas City, eighteen cents, and from St. Joseph sixteen cents, are, as you will see, the rates for *car load lots*. The rate for *car load lots* from Council Bluffs *is ten cents*. The rate quoted by complainants, sixteen cents, from Council Bluffs to McPaul is the rate on flour *in less than car load lots*.

While it is true that the Chicago, Burlington & Quincy Iowa Distance Tariff makes a rate of twelve cents per hundred pounds on flour for a distance of thirty miles in less than car load lots, it is equally true that the volume of business done by the C., B. & Q. is vastly greater than that done by this line. I think I have said sufficient to show you that the complaint of the Crystal Mill and Grain Company is based upon error; but even were the complaint based upon substantial fact, it certainly could not be called a "discrimination against Council Bluffs" that some other place should be made equally well off with Council Bluffs in the matter of rates to McPaul.

I would call your attention to the fact that the chief error of the Crystal Mill and Grain Company lies in comparing car load rates from Kansas City and St. Joseph with rates on less than car load lots from Council Bluffs; another lies in considering this road a division of the C., B. & Q. R. R. Co., as they twice represent it; and still another lies in the idea that a road doing approximately fifty per cent of the volume of business done by a larger line should do business at the same rates.

Yours truly,

J. F. BARNARD,
General Superintendent.

E. G. MORGAN, *Secretary, etc.*

DES MOINES, IOWA, November 15, 1883.

CRYSTAL MILL & GRAIN COMPANY, *Council Bluffs, Iowa:*

GENTLEMEN—In reply to your letter of October 29th, complaining that the Kansas City, St. Joseph & Council Bluffs Division of the Chicago, Burlington & Quincy Railroad was discriminating against you and the mills in Council Bluffs, in favor of the mills at St. Joseph and Kansas City. The General Superintendent of the K. C.. St. J. & C. B. R. R., to whom the complaint was referred, denies the allegation, and in support of his denial writes this Board a letter, of which the following is a copy:

[Here was inserted Mr. Barnard's letter.]

Please look over the letter, and if you are satisfied, notwithstanding, that your complaint is well founded, please give the Board your reasons for such opinion.

Respectfully,

E. G. MORGAN,
Secretary.

COUNCIL BLUFFS, December 7, 1883.

To the Honorable Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Yours of November 15th was duly received, with copy of Superintendent Barnard's letter of "bluff." It is a public fact that the Chicago, Burlington & Quincy own and control the Kansas City, St. Joseph & Council Bluffs Railroad, as much and fully as any part of their line. It is true it is under a local organization, the same as a great many of its branches, and at all common points the C., B. & Q. and K. C. officers are one and the same. While the rate may appear as Superintendent Barnard's statement, but to all shippers from Kansas City, Atchison and St. Joseph, north, that the special rate is the one that does the business, and there is not a syllable in all of Superintendent Barnard's letter to justify the extortionate rate charged by his company on ton lots of flour to points in Iowa from Council Bluffs on his road. During good roads we supply by team as far south as thirty-five miles. Perhaps this may account in part for the complaints of the small amount of business his road does, but I am informed the K. C. road does four times the business out of this town to that of the C., B. & Q. In fact, we do not consider the answer of Superintendent Barnard to our charges of discrimination, at all satisfactory, but evasive of the issue.

Respectfully yours,

CRYSTAL MILL & GRAIN CO.

DECISION OF THE COMMISSIONERS.

The complaint filed is for discrimination by the "Kansas City, St. Joseph & Council Bluffs Division" of the Chicago, Burlington & Quincy Railroad against the mills in Council Bluffs, and in favor of the mills at St. Joseph and Kansas City.

The station McPaul, twenty-nine mills from Council Bluffs, is used as an illustration, and it is charged that the rate is sixteen cents; from St. Joseph, ninety miles, it is sixteen cents, and from Kansas City, one hundred and sixty miles, it is eighteen cents per hundred.

The rate on the main line of the C., B. & Q. R. R. in Iowa, for like distance, twenty-nine miles, is twelve cents per hundred. They claim the same discrimination at Hinton, Pacific Junction, Bartlett, Percival, Nebraska City and Hamburg, all stations in Iowa; and the complaint closes with a request that this division of the C. B. & Q. R. R. be required to adopt the same distance tariff as the main line.

Mr. J. F. Barnard, General Superintendent of the K. C., St. J. & C. B. R. R. denies that his road is a branch of the C., B. & Q. R. R., and claims for it a distinct and separate organization. He gives the distance from Council Bluffs to McPaul as 31.9 miles; from St. Joseph, 97.3 miles; from Kansas City, 165.3 miles. He gives the rate on flour from these stations to McPaul as follows:

IN CAR LOAD LOTS.	LESS THAN CAR LOAD LOTS.
From Kansas City, 18 cents.	From Kansas City, 32 cents.
From St. Joseph, 16 cents.	From St. Joseph, 25 cents.
From Council Bluffs, 10 cents.	From Council Bluffs, 16 cents.

The Crystal Mill & Grain Company have evidently made the error of comparing the rates in car load lots from the other points with less than car load lots from Council Bluffs.

The rates, as quoted by Mr. Barnard, do not impress the Commissioners as being discriminatory against Council Bluffs; they think they preserve about the usual relation of the longer and shorter haul recognized in the ordinary railroad tariffs.

The rates fixed by the tariff law of 1874 on flour were as follows: Council Bluffs to McPaul, 32 miles, in car load lots, per hundred pounds, 8.70 cents; in sacks, two thousand pounds and over, 15.73 cents; less than two thousand pounds, 19.50 cents.

St. Joseph to McPaul, 97 miles, in car load lots, 15.89 cents per hundred; in sacks, two thousand pounds and over, 24.26 cents; less than two thousand pounds, 30.32 cents.

Kansas City to McPaul, 165.3 miles, in car-load lots, nineteen and sixty-eight one hundredths cents per hundred pounds; in sacks, two thousand pounds and over, thirty-two and fifty one hundredth cents; less than two thousand pounds, forty and sixty-two one hundredth cents.

Complainants' request, that the rate be made the same as on the main line of the C., B. & Q. R. R., strikes the Commissioners as hardly fair. This latter corporation carries more freight over its line than any other road in the State, and it would not be just to require a line of road, where through business is light and its local traffic limited to a narrow tract of country along the Missouri river, to do its business at the same rates.

The Commissioners are of the opinion—

1st. That the rates are not discriminating against Council Bluffs.

2d. That the rates charged by the C., B. & Q. R. R. Co. are not the criterion to measure the rate on this road.

3d. That the road is an independent corporation, and holds no relation to the C., B. & Q. R. R. that should affect its rates. It is possible that parties interested in the C., B. & Q. R. R. may own some of the stock of this road, and the relations of the two companies at common points may be in harmony, but the public and the State have always treated this road as an independent corporation, as stated by its Superintendent.

The Commissioners therefore do not think it their duty to interfere with the rate.

Des Moines, Iowa, December 22, 1883.

W. C. EARLE, WAUKON, IOWA, *Complainant*,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, *Respondent*.
} *Damages.*

Filed November 1, 1883.

WAUKON, IOWA, October 31, 1883.

Railroad Commissioners of Iowa:

DEAR SIRS—I shipped, the 6th of last June, two cars hogs. The hogs were delayed by a wreck; the man in charge could not get them unloaded; seven died. We claim of the railroad company neglect. I made out my bill and forwarded it, but have heard nothing since. Will you please call their attention to it (Chicago, Milwaukee & St. Paul Railway Company). I dislike to go into court with it.

Respectfully,

W. C. EARLE.

P. S. We ship annually from two to three hundred cars.

A copy of this complaint was sent to Roswell Miller, Assistant to Manager Chicago, Milwaukee & St. Paul Railway, who replied as follows:

MILWAUKEE, December 4, 1883.

E. G. MORGAN, *Secretary, etc.:*

Referring to your favor of the first ult., complaint of W. C. Earle, Waukon, Iowa, I find upon investigation that three car loads of hogs were shipped; one from Harper's Ferry, June 6th, and two from Waukon, June 5th. The usual stock contracts were signed, by which it was provided that the shipper, in consideration of the rates given, agreed that the company should not be liable for loss by delay of trains. The stock was delayed in consequence of the derailment of a preceding train. The shipper expressly assumed the risk of such delay. I think, therefore, there is no liability on the part of the company.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, December 7, 1883.

W. C. EARLE, *Waukon, Iowa:*

DEAR SIR—On the 1st of November I wrote you asking you to send me the value of the hogs lost and a history of your claim against the Chicago, Milwaukee & St. Paul Railway Company. Since then I have not heard from you. The Commissioners desire that you at once present them with your affidavits showing the place where time when, the hogs died, the cause of death, and their value, and any other proof you may have in support of your claim.

Respectfully,

E. G. MORGAN,
Secretary.

DES MOINES, IOWA, December 7, 1883.

ROSWELL MILLER, *Assistant to Manager Chicago, Milwaukee & St. Paul Railway, Milwaukee:*

DEAR SIR—Replying to your letter of December 4th, in the matter of the complaint of W. C. Earle, Waukon, Iowa, in which you say the usual stock contracts were signed, etc. I am instructed by the Board to call your attention to section 1308, Code of Iowa; also to the decision of the Supreme Court of Iowa in the case of *McDaniel v. the Chicago & Northwestern Railway Company*, 24 Iowa, p. 412, and ask you if your position is consistent with the statute and the authorized interpretation of the law?

Very respectfully,

E. G. MORGAN,
Secretary

MILWAUKEE, December 10, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to yours of the seventh instant, we are aware of your statute and the decision of your Supreme Court thereunder, but our general solicitor is of opinion that a contract for the shipment of live stock embracing more than one State comes within the principle of inter-State commerce, and any decision interfering with that principle would necessarily be declared void by the Supreme Court of the United States; and secondly, under the decision of that Supreme Court and of your own State, we think there is no liability in this particular case. Our company has a reasonable time within which to deliver stock, and is not liable for unavoidable delays. In this particular case the delay was caused by the derailment of a preceding train. and occurred without any fault of any kind on the part of our company. This we think is a well established ground that would relieve us of any liability, even under your statutes and the decisions of your courts. It is a well settled rule of law, recognized all the world over, that railroad companies are not liable for delays of freight (whether dead or alive) when such delays are caused by the derailment of a preceding train. The delay in this case was caused by an accident which was wholly unavoidable, and due diligence was used by our company to hasten the stock forward with all possible speed.

We do not think, however, it is worth while for so small an amount, to make this a test case, and therefore I have directed voucher to be made in favor of Mr. Earle.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

MESSRS. HAM & CARVER, DUBUQUE, IOWA, *Complainants*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY, ILLINOIS CENTRAL RAILROAD, AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*.

Petition for better mail facilities.

Filed November 3, 1883.

OFFICE OF THE HERALD,
DUBUQUE, IOWA, October 31, 1883.

MR. PETER A. DEY, *Railroad Commissioner*:

DEAR SIR—For years we have had difficulty in getting mail to towns on the Burlington, Cedar Rapids & Northern Railway, between Cedar Falls and Nora Junction, the facts of which we set forth in the enclosed letter to Mr. Jas. E. White, Superintendent Railway Mail Service. Probably your board have no more power than he has, but you can appreciate the trouble and annoyance to mails, to passengers and to residents, and perhaps a word of advice from your board might procure a remedy.

Very truly,

M. M. HAM.

DUBUQUE, IOWA, October 27, 1883.

MR. JAS. E. WHITE, *Chicago, Ill.*:

DEAR SIR—We are having constant complaints sent to us from Greene, Rockford, Marble Rock, and other places on the Burlington, Cedar Rapids & Northern Railway, of which the enclosed card is a fair sample, that the papers from here get to these places two and three days old. The trouble seems to be that the train on the B., C. R. & N. leaves Cedar Falls, north, an hour before the Illinois Central train from here arrives there, throwing the whole mail for Greene twenty-four hours late at least, while if we sent the papers via the Chicago, Milwaukee & St. Paul Railway, the train on the B., C. R. & N. R'y leaves Nora Junction only a few minutes before the C., M. & St. P. train arrives. Is there no way of having this fixed so the trains may connect? If they did, we could get a paper to Greene in six hours, instead of twenty-four or thirty, as now. It would oblige the people out there as well as us.

Yours very truly,

HAM & CARVER.

OFFICE OF THE SUPERINTENDENT RAILWAY MAIL SERVICE.
CHICAGO, ILL., October 29, 1883.

Respectfully returned to Ham & Carver, proprietors "Herald." We would be very glad indeed to help you in this matter, but we do not see how we can compel the railroad companies to change time.

WM. P. CAMPBELL,
Acting Superintendent.

The receipt of this complaint was acknowledged, and a copy sent to each of the three roads named, which were answered as follows:

OFFICE OF GEN. SUP'T BURLINGTON, CEDAR RAPIDS & NORTHERN R'Y.
CEDAR RAPIDS, IOWA, November 5, 1883.

E. G. MORGAN, *Secretary Board Railroad Commissioners*;

DEAR SIR—Have yours of November 3d, enclosing complaint of Ham & Carver, of Dubuque, I appreciate the difficulty they labor under in regard to the delivery of their paper to points between Cedar Falls and Nora Junction, but I hardly see how the matter can be remedied

without making a much greater inconvenience and loss of time to other parties while endeavoring to assist them. I think it would hardly be expected of any railway company that they should detain a train, as for instance our No. 1, at Cedar Falls, from 11.05 A. M. until 12.17 P. M., Dubuque time, which would be 12.29 Chicago time, on which we run, making a difference of one hour and twenty-four minutes, in order to take the Dubuque papers to customers along the line. The time of this train cannot be, very well, altered, as it carries the through car from Chicago to Minneapolis, and it is important to have as early an arrival as possible at that place. In regard to the route from Dubuque to Rockford, Greene, etc., via Nora Junction, would say, the same trouble arises, as this train has the through car from Minneapolis to Chicago, with a very close connection, and very fast time (as you will observe by the time table (and passes Nora Junction thirty-six minutes before the arrival of the Chicago, Milwaukee & St. Paul train No. 1). We certainly cannot detain this train this length of time. In view of these circumstances, I do not see my way clear to help Messrs. Ham & Carver, as by so doing, it would necessarily discommode a great many more people than are now discommoded on account of trains running as they now do.

Yours truly,

C. J. IVES,
General Superintendent.

ILLINOIS CENTRAL RAILROAD COMPANY.
OFFICE OF GENERAL SUPERINTENDENT.
CHICAGO, November 7, 1883.

E. G. MORGAN, *Secretary:*

DEAR SIR—I have your favor of the 3d inst., enclosing copies of the correspondence in relation to the late arrival, at points on the B., C. R. & N. road, of newspapers from Dubuque. I should be very glad to accommodate Mr. Ham, of Dubuque, who writes you on the subject, but the train which leaves Dubuque in the morning, and carries the morning papers, is our through Chicago, Dubuque and Sioux City train. It leaves Chicago at 9.30 P. M.; stops at Dubuque for breakfast; leaves there at 7.45 A. M., and I do not see how we can have it leave there any earlier than now. This train arrives at Cedar Falls at 12.17 P. M. The B., C, R. & N. train leaves there at 11.05 A. M. I see no way to have the trains connect there, unless the B., C. R. & N. hold their train until the arrival of ours, and I do not know whether their business will permit them to do this or not. The train leaving Dubuque in the evening makes close connection with the B., C. R. & N, trains for points named in Mr. Ham's letter.

Yours very truly,

E. T. JEFFERY,
General Superintendent.

DES MOINES, IOWA, November 9, 1883.

MESSRS. HAM & CARVER, *Dubuque, Iowa:*

GENTLEMEN—This Board is in receipt of replies from the Burlington, Cedar Rapids and Northern Railway and the Illinois Central Railroad companies. The first named road states that their train that passes Cedar Falls at 11:05 A. M. is their through Chicago and Minneapolis express; that it is run on very fast time to compete with roads whose line between these places is much shorter than theirs, and it is impossible to make the time later and make this connection. Mr. Jeffery, General Superintendent I. C. R. R., says that he cannot well leave Dubuque before 7:45, as he wishes to give his passengers breakfast there. If it meets the views of your people we will urge this company to start their train so as to leave Dubuque an hour and twenty-four minutes earlier, or at 6:20 A. M. In that case the connection can be made at Cedar Falls or Waterloo. Possibly it would be better to

make it at six o'clock to give time for the transfer. Mr. Jeffery says the evening train makes close connections for the points named. It is difficult to interfere in these matters without while remedying one evil creating others of greater amount.

If you will look the entire subject over carefully and are satisfied that the interests of the people of Dubuque would be served by starting the train earlier, we are willing to urge such action upon the company. It has been suggested that the connections at Fort Dodge and Tara Junction would be materially affected by this change. Please look this up. We are informed that the Chicago, Burlington & Quincy Railroad, Wabash, St. Louis & Pacific Railway, and the Chicago, Rock Island & Pacific Railway make close connections with this train for Sioux City and points west via Des Moines & Fort Dodge Railroad, and this cannot be done if this train goes earlier.

By order of the Board.

E. G. MORGAN,
Secretary.

DUBUQUE, IOWA, November 12, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—Your favor of the ninth, relative to railroad connections at Cedar Falls, is at hand. We would not ask you to urge the Illinois Central to leave Dubuque earlier than it does, 7.45 A. M., for that certainly would cause much greater inconvenience than missing the connection at Cedar Falls. It would seem, however, that the Chicago, Milwaukee & St. Paul Railway could connect with the down train of the Burlington, Cedar Rapids & Northern Railway at Nora Junction, which is now missed by thirteen minutes. If that connection was made the people at Greene, Rockford, Marble Rock, Clarksville, Shell Rock, etc., could be supplied with daily papers of the same day instead of being made dependent upon St. Paul. If that connection could be made, it would be a convenience.

Very truly,

HAM & CARVER.

DES MOINES, IOWA, November 15, 1883.

MESSRS. HAM & CARVER, *Dubuque, Iowa:*

GENTLEMEN—Your letter of the 12th inst. received. The Milwaukee management has been written to, and as soon as they are heard from I will inform you of their conclusions.

We see by the daily press that on Sunday next the trunk lines will change their time so as to run on "Central time," and that may help out your Nora Junction connection; as it is now, the Chicago, Milwaukee & St. Paul Railway leaves Nora Springs, going west, at 2:40 P. M., Minneapolis time, equal to 3:02 Chicago time. The Junction is a mile west of there, and the Burlington, Cedar Rapids & Northern Railway goes south at 2:27, or thirty-three minutes before the C., M. & St. P. R'y train leaves Nora Springs. So in your calculation of thirteen minutes you have allowed nothing for difference in time.

Very respectfully,

E. G. MORGAN,
Secretary.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY,
GENERAL MANAGER'S OFFICE,
MILWAUKEE, November 20, 1883

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

Referring to your favor of the third instant, enclosing correspondence from Messrs. Ham & Carver, of Dubuque, Iowa, the matter has been thoroughly investigated, and we find that it is not practicable for us to arrange our connection with the Burlington, Cedar Rapids & Northern Railway at Nora Junction to accomplish the purpose desired by Messrs. Ham & Carver. We have so many connections to make that it requires the closest figuring to make them, and we do not feel justified in increasing the speed of our trains to make the desired connection at Nora Junction.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

DES MOINES, IOWA, November 22, 1883.

MESSRS. HAM & CARVER, *Dubuque, Iowa:*

GENTLEMEN—This office is in receipt of a letter from the General Manager of the Chicago, Milwaukee & St. Paul Railway, under date of November 20th, in reply to our letter of the 3d November, in which he says: "The matter has been thoroughly investigated, and we find that it is not practicable for us to arrange our connections with the Burlington, Cedar Rapids & Northern Railway at Nora Junction to accomplish the purpose desired. We have so many connections to make that it requires the closest figuring to make them."

Very respectfully,

E. G. MORGAN,
Secretary.

JOHN P. NYE, ESSEX, IOWA, *Complainant,*
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, *Respondent.*

Discrimination and overcharge.

Filed November 10, 1883.

ESSEX, PAGE COUNTY, IOWA, November 9, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—At request of Mr. John P. Nye, of this place, I mail to you for consideration of the Board a statement of claim made by him against the Chicago, Burlington & Quincy Railroad for overcharges on shipments of corn from Essex, Iowa, to Chicago, during the time from February 22, 1883, to August 30, 1883, amounting to $72.06. His claim is: the company discriminates between shippers from this point; some shippers having a billing rate of twenty-six, while the company has charged him twenty-eight, as shown by the itemized statement, the freight bills attached to his statement showing his rate to have been twenty-eight. As the shipping was done to points outside of this State, I am aware that you claim or have no "jurisdiction"; but the claim is sent to you with the hope that the company will

be willing to conform to any suggestions the Board may make in the matter, with the purpose in view of abandoning the practice of discrimination and of refunding the overcharges stated. Please advise me of the receipt of claim and action of the Board.

Very respectfully yours,

G. B. JENNINGS.

Accompanying the complaint was a statement showing eleven shipments to have been made; also, receipts and way bills of each shipment.

The complaint was acknowledged, and a copy sent the General Manager of the C., B. & Q. R. R., whose reply is contained in the following letter:

DES MOINES, IOWA, December 10, 1883.

G. B. JENNINGS, *Attorney for John B. Nye, Essex, Iowa:*

DEAR SIR—In reply to your complaint vs. the C., B. & Q. R. R. Co., for discrimination and over-charge, the general manager of that company writes as follows:

"Referring to your letter of November 10th, regarding complaint of Mr. Nye, of Essex, would say, in reply, that our freight department assures me that no party in Essex has a lower rate on corn than has been charged Mr, Nye; nor is there any agreement with any person at Essex whereby any rebate or reduction is to be made on any shipments from that point."

It will be necessary, therefore, that you at once furnish the Commissioners with the affidavit of complainant, and such other proof as you may be able to get in support of the charges set forth in your letter of complaint. The question of jurisdiction is not raised in respondent's answer.

By order of the Board.

E. G. MORGAN,
Secretary.

On December 29th, Mr. Jennings writes the Commissioners that "the parties whose affidavits are wanted are at present in Nebraska, and as soon as they return he will procure their affidavits, if possible."

The Commissioners have been unable to close the case, testimony not reaching them in time.

R. B. BEESON, PATTERSONVILLE, IOWA, *Complainant*,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN, CENTRAL IOWA AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES, *Respondents*. } *Damages.*

Filed November 16, 1883.

PATTERSONVILLE, IOWA, November 13, 1883.

MR. COFFIN:

DEAR SIR—Inclosed please find shipping bills and receipts of both lots. The case is this: That on the 4th day of October, 1883, I had shipped by John Gilmore, Vinton, Iowa, twelve Poland-China sows for breeding purposes, and they did not reach this place until October 9, 1883. They were shipped as contract will show on the Burlington, Cedar Rapids & Northern Railway to Emmetsburg; from there to this place on the Chicago, Milwaukee & St. Paul Railway; also, that on the 4th of October, I shipped two Poland-China sows from Sheffield, Franklin county, Iowa, on the Central Iowa Railway *via* Mason City to this place (from Mason City on Chicago, Milwaukee & St. Paul Railway), and they did not get here until the 9th day of October, 1883, That both lots had no feed and were on the road from the 4th until the 9th day of October, 1883, and the hogs were badly damaged by the railroads holding so long on the road without feed; and that I stand ready to prove by responsible citizens of this place when the hogs came and by Gilmore when the twelve were shipped (the shipping bill at Sheffield was dated correct.) The damages I think would not be less than $(5.00) five dollars per head or $70.00 for the lot. The receipts for both lots I took while moving the stock, and was in a hurry, did not notice the date as being not correct for a few days afterwards. If you wish me to do anything further in this matter let me know.

Yours truly,

R. B. BEESON.

Copies of this complaint were sent to respondents, who answered as follows:

CEDAR RAPIDS, IOWA, November 20, 1883

E. G. MORGAN, *Secretary, etc.*

Referring to complaint of R. B. Beeson, Pattersonville, Iowa, I beg leave to present inclosed papers in regard to same, there being a letter from our agent at Vinton in regard to the shipment over our line to Emmetsburg, and also a letter from our agent at Emmetsburg in regard to delivery to Chicago, Milwaukee & St. Paul road, from which it would seem there was no delay whatever on our line. Trusting this explanation will be entirely satisfactory to you, I am,

Yours truly,

C. J. IVES,
General Superintendent.

VINTON, IOWA, November 21, 1883.

C. J. IVES, *General Superintendent, Cedar Rapids, Iowa.*

DEAR SIR—Reply to your favor 19th inst. These hogs were billed via Emmetsburg, Iowa (and not to Worthington). My way bill 38, October 5th, Burlington, Cedar Rapids & Northern, car 846, sent forward on train No. 63, October 5th, Conductor Gallagher. The following explanation will, no doubt, clear our skirts as to any blame of delay in transit while in our charge. Consignor, John Gilmore, came to me before shipment of these hogs and inquired as to time we wished hogs delivered us for shipment. Told him they must be delivered us at or about 7:30 A. M., in order to bill and send forward at 8 A. M., on No. 63. Mr. Gilmore said as he lived in the country it would be almost impossible to get around at that time in the morning, and asked if he could bring the hogs to the station the day before and put them

in freight house, so they would be ready for our morning freight, with the understanding with Mr. Gilmore that it would not hurt them to lay in freight house over night. They were put in freight house on afternoon of October 4th. Considering the facts that these hogs were not shipped until October 5th, and more or less delay occurs in transfers, if delivered October 9th would think that there was no delay in transit while on our line.

Yours very respectfully,

W. G. HASKELL,
Agent.

EMMETSBURG, November 21, 1883.

C. J. IVES, *General Superintendent, Cedar Rapids, Iowa.*

DEAR SIR—Inclosed find copies of Vinton W. B.; also receipt of Chicago, Milwaukee & St. Paul—hogs and chickens received in *good condition*, October 6th, 2:30 P. M., train No. 67, Conductor Fisher. Transferred to Chicago, Milwaukee & St. Paul in about thirty minutes, or as soon as bills could be made out and goods hauled over. Transferred in good condition. I think they left for west on St. Paul that evening.

Yours truly,

A. F. PILCHER,
Agent.

Way bills and receipts were attached to these letters showing facts as stated.

MARSHALLTOWN, IOWA, November 27, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to yours of November 16th to Mr. D. N. Pickering, I return the enclosed, giving a full statement of all the facts in the case. These pigs were not kept the length of time claimed by the shipper, without feed, and as far as our company is concerned, there was no unnecessary delay.

Yours truly,

E. L. DUDLEY,
Superintendent.

MARSHALLTOWN, November 17, 1883.

D. N. BYERLEY, *Agent, Sheffield, Iowa:*

DEAR SIR—Referring to enclosed communication from the secretary of the Railroad Commission. Please attach copy of way bill for shipment of the two hogs said to have been forwarded from your station October 4th. Then sending all papers to agent at Mason City, who will note date and time of delivery to Chicago, Milwaukee & St. Paul Railway. When this is done, agent at latter point will return all papers to this office.

Yours truly,

H. L. SHUTE,
General Freight Agent C. I. R'y Co.

SHEFFIELD, IOWA, November 19, 1883.

H. L. SHUTE, *General Freight Agent Central Iowa Railway, Marshalltown, Iowa:*

DEAR SIR—This box pigs were brought here just as our way freight was ready to go on the 4th, and as I had no time to bill them I had to hold them. I fed and watered them myself without charge, which I think will clear our station of any censure.

Yours truly,

D. N. BYERLEY.

MASON CITY, IOWA, November 22, 1883.

H. L. SHUTE:

DEAR SIR—This shipment received October 5th about 6.30 P. M., and delivered to Chicago, Milwaukee & St. Paul Railway October 6th, and forwarded about 11 A. M.

Respectfully,

W. L. KEECH.

MILWAUKEE, December 15, 1883.

E. G. MORGAN, *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your favor of the thirteenth instant, the papers in the case of R. B. Beeson have been in the freight department for investigation and are just returned. It appears that one shipment was made from Vinton, Iowa, October 5th. The complainant states they were shipped October 4th. The General Superintendent Burlington, Cedar Rapids & Northern Railway says that Mr. Gilmore did not wish to bring the hogs in as early as was required to put them on their morning train, and asked leave to bring them the evening previous, and leave them in the freight house over night, which was granted; the hogs were therefore shipped on the 5th. They arrived at Emmetsburg and were delivered to us by B., C. R. & N. October 6th, and were loaded in Chicago, Milwaukee & St. Paul car 12220, which went west on the first train (No. 7), after delivery to us, and on the same day, October 6th. They arrived at Sanborn Sunday morning. The car was a local car of mixed freight, and contained so much freight for other divisions that it was set out and the pigs transferred to car 10506. There being no other Sunday train this car did not go forward until Monday, the 8th, arrived at Pattersonville Monday evening, and was delivered to consignee Tuesday morning. The shipment from Sheffield was made October 5th, reached us at Mason City Junction October 5th, 6.30 P. M., and left there on first train after delivery to us, 11 o'clock A. M., October 6th. They reached Sanborn on the night of October 6th, and lay over at that point for transfer until Monday, with the shipment from Vinton. All were fed and watered at Sanborn, and suffered no damage while in our possession.

Yours truly,

ROSWELL MILLER,
Assistant to Manager.

On the 26th of December Commissioner Coffin went to Sanborn and interviewed the agents of the Chicago, Milwaukee & St. Paul Railway Company at that place, and also took their depositions as to the length of time the pigs and chickens were delayed at this point and the amount of care and feed they received from Saturday to Monday. He then went to Pattersonville and saw Mr. Beeson, the complainant, took his deposition and that of the drayman who unloaded and delivered the pigs to Mr. Beeson, and also personally examined them. On his return the testimony he had taken was sent to the Manager of the C., M. & St. P. Ry. at Milwaukee who up to this time (January 10, 1884,) has not been heard from in reply.

W. P. ELLIOTT, MORNING SUN, IOWA, *Complainant*,
vs.
CHICAGO, BURLINGTON, & PACIFIC RAILWAY COMPANY, *Respondent*.

Failure to perform contract.

Filed, November 19, 1883.

MORNING SUN, IOWA, November 10, 1883.

HON. L. S COFFIN, *Fort Dodge, Iowa:*

DEAR SIR—I own a farm five miles west of Morning Sun, Louisa county. A branch of the Central Iowa Railway runs through it. I sold them the "right of way" for $35.00 per acre, and two strings of fence; the fence to be built as soon as trains were "regularly run." I have a written contract to that effect. Trains have been regularly run nearly a year, but they seem to have no notion of building the fence. The fences were part of the *purchase money*. I am suffering now badly for want of this fence. They put in a crossing for me last harvest, but they have now torn that out, which leaves me cut off from one part of the farm. Now, can you assist me to get what they promised? I write you, as I think you one of the State Railroad Commissioners. If you are not will you please send this to them.

Respectfully,

W. P. ELLIOTT.

On the receipt of the above the Board addressed a letter to Mr. Elliott, asking him to send copy of contract.

MORNING SUN, IOWA, November 17, 1883.

Railroad Commissioners of Iowa:

DEAR SIRS—Yours of November 14th is received. I send you a copy of the original contract, and an explanation of it.

This road was first New Sharon, Coal Valley & Eastern. It was then changed to Chicago, Burlington & Pacific. This contract was made with the original company, under the original name.

Mr. Ogg, their "right of way" man, came to my house bringing Wm. Bell, an attorney of Morning Sun, with him. We agreed on this contract, and Mr. Ogg made *one* copy, but said he did not have time to make a duplicate for me. I told him I would not sign his copy unless he would hand it over to Mr. Bell; he to make a true copy, and deliver to me. The next time I saw Mr. Bell he handed me this copy, saying: "It is in the hand writing of my daughter." I told Mr. Ogg I did not believe the company intended to keep this, or any other contract they made, if they could avoid it. But Mr. Ogg promised me in Mr Bell's presence that the contract should be "kept to the letter." The road has been "regularly operated" just about one year, but there are no indications of a fence. I arranged for early winter pasture south of the railroad, but now can't use it for want of this fence. Consequently have to feed my cattle until the whole farm is clear. Last harvest I prevailed on them to lay down one of these crossings so I could get a reaper over; they have now torn it up and taken the lumber away, so I can't cross the track anywhere. These are facts and have been a source of annoyance to me as well as loss. Also the cattle-guard between my neighbor and I, is so poor it will not turn stock. Besides, they have never put a fence on either side of this guard. Last year I fixed it, this year he did it The original fence was posts and boards. The surveyors took the lumber for *line* stakes, another party used the posts for *grade* stakes. *They* have left it open to this day. *We* have furnished material and put it in. Deed has been made.

Yours truly,

W. P. ELLIOTT.

The following is a copy of the inclosed contract:

Agreement for sale of right of way to the New Sharon, Coal Valley and Eastern Railroad Company: In consideration of the sum of thirty-five dollars per acre, and the further consideration of the benefits arising and accruing to me by reason of the construction of the New Sharon, Coal Valley & Eastern Railroad through and over my land, I, the undersigned, hereby agree to execute and deliver to the New Sharon, Coal Valley & Eastern Railroad Company a good and sufficient deed for a lawful right of way for said railroad over my land. Said deed to be executed at the cost of said railroad company, and whenever required by them. Said railroad company to build and keep in repair a lawful fence on each side of its right of way, as soon as said road is regularly operated, and two over-crossings with cattle-guards and good gates to each; said right of way to be through the sw. nw. 29, 73, 4. Said money to be paid at time of making deed and paid to grantor by consent of mortgagees. Said road on line as now located.

W. P. ELLIOTT.

I hereby agree that said company may go upon my premises and construct its road at any time as now located.

W. P. ELLIOTT.

A true copy.

WM. BELL.

DES MOINES, IOWA, November 21, 1883.

W. P. ELLIOTT; *Morning Sun, Iowa:*

DEAR SIR—Your agreement for the sale of the right of way to the New Sharon Coal Valley & Eastern Railroad Company fixes the consideration "as thirty-five dollars per acre, and the benefits arising and accruing to you by reason of the construction of the railroad through your land." The fence and crossings they promise to build, but state in the agreement no consideration therefor. The Commissioners will call the attention of the company to the subject, but do not exactly see from this paper how they can be compelled to build the fence, or make more than one crossing. The paper, evidently, was not drawn to meet the agreement as you now understand it.

By order of the Board.

E. G. MORGAN,
Secretary.

DES MOINES, November 21, 1883.

To the General Superintendent of the Central Iowa Railway, Marshalltown, Iowa:

DEAR SIR—This Board is in receipt of a letter from W. P. Elliott, of Morning Sun, Louisa county, wherein he complains that he sold the right of way through the southwest quarter of the northwest quarter of section 29, township 73, range 4, west of the fifth principal meridian, for the sum of thirty-five dollars per acre, a line of fence on each side of the track of the road, and two crossings, with cattle guards and good gates to each. These, the company was to build as soon as the road is regularly operated, and to be maintained and kept in repair by the company. The road, he states, has been operated for more than a year, but no fence has been built, nor are there any cros-

sings on the land, so that he is unable to avail himself of the pasturage or other crop. Please inform the Board whether Mr. Elliott's statements are correct, and, if so, when the company will build the fence, crossings and cattle guards.

By order of the Board.

E. G. MORGAN,
Secretary.

MARSHALLTOWN, IOWA, November 28, 1883.

E. G. MORGAN, *Secretary, etc.:*

DEAR SIR—In reply to yours of the 21st, will say that we have a deed from Mr. W. P. Elliott, of Morning Sun, for right of way through his land, fifty feet wide, the consideration being $57.35. There is nothing in the deed about fences, road-crossings or cattle-guards, and I am not aware of any contract the gentleman may have. The road was built by a construction company, and I hope to arrange to fence it all next year.

Yours truly,

E. L. DUDLEY,
Superintendent C. I. R'y.

DES MOINES, November 29, 1883.

W. P. ELLIOTT, *Morning Sun, Iowa:*

DEAR SIR—With this please find copy of reply, just received, to the letter of the Commissioners from the Superintendent of the Central Iowa Railway, the present owners of the New Sharon Coal Valley & Eastern Railroad, regarding the fencing of the right of way and construction of cattle guards and crossings, as called for in your contract with the N. S. C. V. & E. R. R. Co.

I also return to you the contract of the railroad company sent me in your letter of the 17th inst.

By order of the Board.

E. G. MORGAN,
Secretary.

LOUIS HOEFER, KEARNEY, NEBRASKA, *Complainant,*
vs.
CHICAGO, ROCK ISLAND & PACIFIC AND UNION PACIFIC RAILWAY COMPANIES, *Respondents.*
} *Damages.*

Filed, November 28, 1883.

KEARNEY, NEB., November 27, 1883.

E. G. MORGAN, *Des Moines, Iowa:*

Your favor of November 22d was received, and contents noted. I herewith send you all the papers in my possession. If you need affidavits in regard to car having been disturbed during transit I can send it in also, but I think it will not be necessary, as the Union Pacific Company will not deny it. My damage I can figure at fifteen dollars (ten dollars for repairing furniture, and five dollars for repairs on a Shining Light base burner stove). Besides delay of five days in receiving the car.

When I told the agent at this place of the damage he cordially suggested to me to notify the freight agent at headquarters of my loss, and that gentlemen would certainly look and see, so *future annoyance* could be avoided, but to recover damages from the U. P. R'y would be impossible, and I am told by every citizen that nobody can get any satisfaction of the railroad in Nebraska, and our Railroad Commissioners can do nothing on account of defective legislation in regard to their duties. I have not the means to fight these large corporations personally, and especially not because of such an insignificant sum, but it is this riding over all and everybody, and no consideration for solemn pledges and promises, which has created your honorable body to represent the grievances of the citizens of the State of Iowa.

I told the officers at headquarters in Omaha the nature of my business, and my intention to move into the State of Nebraska; also inquiring about cost of transportation in box car, and passenger rates for myself and family. The Union Pacific general freight agent told me I could obtain a car in Keokuk by the Rock Island or Wabash, and they would accept the same in Council Bluffs, and, *without opening*, it would pass right through to Kearney for fifty-five dollars, the whole distance from Keokuk to Kearney. The agent furthermore stated that they were always very prompt in running emigrant moveables, in preference to other freight, as the car could not be disturbed, and they would notify the agent of the Rock Island at Keokuk, through the Rock Island headquarters at Chicago, to have car ready. In my presence the Union Pacific agent dictated at once a letter to his clerk, notifying the Chicago & Rock Island agent of my desire, and reiterating the statements made to me in regard to price and checking through. A copy of the letter will be found at Union Pacific headquarters, Omaha, October 12th. About a week afterwards Mr. Pollock received notice at Keokuk from Chicago to that effect, and stated everything as the agent in Omaha, only saying that the Rock Island, of course, could only be held responsible as far as her own line extended, which was all I expected.

On the 27th of October I commenced to load the car right in front of Mr. Pollock's office, and finished it Monday, the 29th. Mr. P. had during all this time every opportunity to inspect the character of the goods, and the excuse of the agent at Council Bluffs is rather thin, when claiming that I should have more to pay for freight than agreed upon. After closing up the car Mr. Pollock suggested to me to style the freight "*emigrant moveables*," as the best and most appropriate sentence he could think of. I stated to Mr. Pollock that I had all my store fixtures, such as show cases, benches, safe, tools, clocks, and materials, and my household furniture, stove, etc. *But there was nothing of valuable jewelry or watches*, as I preferred to take them with me in a satchel. So far so good. Now came Mr. Pollock and stated *that I had to sign a release*, which I enclose herewith. I objected, but I had to either sign or unload the car, so I signed, and thought surely I was beyond further trouble. If the Union Pacific afterwards want to take exception as to the character of the goods, I fail to see why, and especially how, they can claim that a safe and clocks (about one dozen) are contraband goods, and if an emigrant is not allowed to have a safe. After disturbing the car, it must have passed their mind that they had better acquiesce and reload it again, fearing, perhaps, to get into trouble by your honorable body. I have suffered as much as five dollars per day loss in waiting every day above the time specified. This is all I can do for you at present. If you can do anything for me, all right, if not, I shall have to do as every citizen in Nebraska does now, acquiesce, until our Railroad Commissioners have legal authority to compel the roads in Nebraska to do what you can in Iowa. It is not worth while for any man to institute a damage suit for forty dollars.

Yours respectfully,

LOUIS HOEFER.

DES MOINES, IOWA, December 5, 1883.

LOUIS HOEFER, *Kearney, Nebraska:*

DEAR SIR—The Commissioners have examined the papers in your complaint against the Chicago, Rock Island & Pacific and Union Pacific Railway Companies. The former company delivered the car at Council Bluffs, with contents in good order so far as evidence goes. The Union Pacific company received the car and delivered it at Kearney in bad condition. The latter company is not an Iowa road, its terminus being on the western boundary of the State. The Commissioners do not regard it in the line of their duty to adjudicate its transportation obligations.

Respectfully,

E. G. MORGAN,
Secretary.

NYE & BOURNE, GRUNDY CENTER, IOWA, *Complainants,*
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, *Respondent;*
J. B. DENNIS, TRAER, IOWA, vs. SAME; E. F. SULT & CO., DYSART, IOWA. vs. SAME; JACQUA & TAYLOR, TRAER, IOWA, vs. SAME; G. W. MCDONALD, DYSART, IOWA, vs. SAME.
} *Overcharge.*

Filed December 12, 1883.

GRUNDY CENTER, IOWA, December 11, 1883.

To the Railroad Commissioners of the State of Iowa:

GENTS—We wish to lay before you the inclosed freight receipt and postal, showing how we are being *swindled* by the Burlington, Cedar Rapids & Northern Railway, to compel us to ship goods over the Chicago, Rock Island & Pacific Railway.

Until recently they, the B., C. R. & N. R'y, have requested us to ship over the Chicago & Northwestern Railway. as being more direct, but now they change their tune and work for the C., R. I. & P. R'y.

The C. & N. W. R'y have lowered their rate to Cedar Rapids, and the B., C. R. & N. R'y do not give us any rates or advanced charges, but figure the bills at same rates as old charges, making more than old local rates from Cedar Rapids here (sixty-nine miles). We do not know what your duties are, but think this is a matter that should be looked into by some one, and we suppose you to be the proper parties to refer it to. This is not an isolated case. All the merchants here are being used in the same way, who have goods sent over the C. & N. W. R'y.

Respectfully submitted.

NYE & BOURNE.

P. S. We inclose a freight bill from Cedar Rapids of two barrels of gasoline, to show their charges on goods that do not come over the C. & N. W. R'y.

N. & B.

Postal card and freight bills inclosed.

LOCAL FREIGHT OFFICE C. & N. W. R'y.
CEDAR RAPIDS, IOWA, Dec. 6, 1883.

NYE & BOURNE, *Grundy Center, Iowa.*

We have this day delivered to the Burlington, Cedar Rapids & Northern road, at this point, 500 pounds, one range, consigned to you from East Chicago. Our charges are seventy-five cents.

A. D. STEVENS,
Agent.

GRUNDY CENTER STATION, Dec. 5, 1883.

Consignees, Ney & Bourne.
Consignor, Wetwer Bros.

To Burlington, Cedar Rapids & Northern Railway Company, Dr.

From Cedar Rapids.
Car No. 982.
Car initials, B., C. R. & N.
W. B. No. 228.
Date of W. B., December 4.

For transportation and charges on 2 bbls. gasoline, O. R.; weight, 760; rate, 25.
Charges, $1.90
Advanced charges ——.
Received payment.

O. E. WHEATON,
Agent.

GRUNDY CENTER STATION, Dec. 10. 1883.

Consignees, Nye & Bourne.
Consignor. ————.

To Burlington, Cedar Rapids & Northern Railway Company, Dr.

For transportation and charges on one range, one range closet., one base O. R.; weight, 500; rate, —. Charges, $2.85. Advanced charges, ——. Received payment.

O. E. WHEATON,
Agent.

This complaint, with postal card and freight bills, was sent C. J. Ives, General Superintendent Burlington, Cedar Rapids & Northern Railway, who replied as follows:

CEDAR RAPIDS, IOWA, Dec. 13, 1883.

E. G. MORGAN, *Secretary, etc.*

DEAR SIR—In reply to yours of December 12th, inclosing complaint of Nye & Bourne of Grundy Center, would say that I do not perceive how these gentlemen are damaged one cent's worth. They are getting their goods at the same rate as heretofore. On shipments from Chicago to Grundy Center the rates are the same by the three different lines, Chicago & Northwestern, Chicago, Rock Island & Pacific, and Chicago, Burlington & Quincy Railways, and there has been no endeavor to divert shipments over the other roads from the C. & N. W. R'y, but the C. & N. W. people have taken the initiative in forwarding to these shippers their division of the through rate. How this rate is divided I do not understand is a matter of any consequence to the consignor or consignee, as long as the business is handled at the regular rates, and promptly. Trusting this explanation is sufficient and satisfactory, I am,

Yours truly,

C. J. IVES,
General Superintendent.

DES MOINES, IOWA, December 20, 1883.

C. J. IVES, *General Superintendent Burlington, Cedar Rapids & Northern Railway, Cedar Rapids, Iowa:*

DEAR SIR—Your two letters of December 13th and 17th are received and contents noted. I am instructed by the Commissioners to inquire—

1st. Whether the through rates from Chicago to Traer, Dysart and Grundy Center are the same as they have been, and the same by all the competing lines, viz.: the Chicago & Northwestern, the Chicago, Rock Island Pacific, and the Chicago, Burlington & Quincy Railways?

2d. Whether the the rate from Chicago via. the Northwestern road to Cedar Rapids is the same on goods delivered to your company that it has been for the past year or more as you state, rates made at figures for car-load lots.

3d. With regard to the division of the through rates to the above points, are you allowed by the connecting lines, in your through contracts, a percentage of the through rate from Chicago to and from these points? Is this percentage in the nature of a rebate on freight gathered and furnished these roads in east-bound and for the distribution of west-bound freights? From what I can gather from the complaints, your proportion of the through rate is considerable in excess of the local rate as published in your tariff. The Board do not care for a discussion of the propriety of this kind of division, but merely to ascertain whether I have the facts correctly stated. Has the C. & N. W. R'y lowered its proportion of the through rate from Chicago to Cedar Rapids? I understand that your company does not attempt to divert freight to either of the lines east of Cedar Rapids, but allows the business to take its natural course, and that each road east of Cedar Rapids gets just as large a percentage of the entire freight as formerly.

Respectfully,

E. G. MORGAN,
Secretary.

CEDAR RAPIDS, IOWA, December 22, 1883.

E. G. MORGAN, ESQ., *Secretary Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Have yours of December 20th, and answering the questions propounded by the Honorable Commissioners, would say in reply to the first, that the rates from Chicago to Traer, Dysart and Grundy Center are the same that they have been, and are the same by the Chicago & Northwestern, Chicago, Rock Island & Pacific and Chicago, Burlington & Quincy railways. In reply to the second, would say, that the rate from Chicago via the C. & N. W. R'y, to Cedar Rapids. is the same on goods delivered to us, that it has been for the past year or more. In reply to the third, we are allowed a division of the through rates on a percentage basis. This percentage is not in the way of a rebate, but is settled in the joint account through the Auditor's office, by dividing the earnings on the percentage agreed on.

On some articles, especially high class freight, our percentage is higher than our local rate. On the other hand, on all low class freights, such as grain of all kinds, coal, lumber, salt, cement, etc., our percentage is very much less than the local rate. The C. & N. W. R'y has not lowered its proportion of the through rate from Chicago to Cedar Rapids.

In regard to the division of the freight between the three lines. We endeavor, when not

contrary to the wishes of the shipper, to direct as much of this freight as we can over the C., R. I. & P and C., B. & Q. Railways, they being large owners in this property, but do not divert any business especially consigned by the shipper over the C. & N. W. R'y. Trusting these answers may be entirely satisfactory, I am

Yours truly,

C. J. IVES,
General Superintendent.

DECISION OF THE COMMISSIONERS.

The complainants, Messrs. Nye & Bourne, of Grundy Center, sent the Commissioners a postal card from A. D. Stevens, agent of the Chicago & Northwestern Railway Company at Cedar Rapids, giving the freight on a range weighing five hundred pounds from Chicago to Cedar Rapids as seventy-five cents. They enclose with it a bill from the Burlington, Cedar Rapids & Northern Railway of freight on this range from East Chicago of two dollars and eighty-five cents, from which deducting the charges to Cedar Rapids, seventy-five cents, leaves the charges from Cedar Rapids to Grundy Center two dollars and ten cents. They regard this rate as entirely out of proportion for the service rendered and excessive, the distance being but sixty-nine miles, that from Chicago to Cedar Rapids two hundred and twenty miles.

They also charge that the B., C. R. & N. R'y Co. endeavors to compel them to ship by the Chicago, Rock Island & Pacific Railway. They state in addition that the C. & N. W. R'y Co. has lowered its rates from Chicago to Cedar Rapids, and the B., C. R. & N. Co. does not give them the benefit of the reduction.

In reply to the charges made, Mr. Ives, General Superintendent of the B., C. R. & N. R'y, states that the rates from Grundy Center, Traer and Dysart, to and from Chicago, are the same by the three roads competing at Cedar Rapids, and the rate from and to that point by the C. & N. W. R'y is the same as the other roads, and is the same on all goods delivered to his company that it has been for the past year or more. That on the business from there and other points on his lines of railway his company is allowed a division of the through rates on a percentage basis, not by way of rebate, but a percentage of the entire earnings voluntarily agreed upon between the parties. On some articles of high-classed freights, this percentage is in excess of local rates; on low-classed freights it is much less than the local rates. In regard to the division of the freight between the three lines when not contrary to the wishes of the shipper, it is their endeavor to direct as much of the freight as they can over the C., R. I. & P. and the C., B. & Q. railroads, both being large owners in the property under his management, but they do not divert any business especially consigned by the shipper over the C. & N. W. R'y.

It seems that the competing lines have given the B., C. R. & N. Ry. Co. a very liberal percentage of the through freight on its lines north and west of Cedar Rapids, the agent of the C. & N. W. Ry. giving public notice of the percentage that his road has been receiving for the last year or more, has

caused the dissatisfaction. That it has carried this freight very low, will appear from an examination of its rates on distance tariffs in Illinois and Iowa. Under the joint western classification adopted by this company "stoves released" in less than car-load lots are classed as third class. On the revised schedule of the Railroad Commissioners of Illinois, adopted by this company, "stoves released" are third class. On the latest C. & N. W. R'y Iowa freight tariff, in the office of the Commissioners, the freight on third class, per hundred pounds, for two hundred and twenty miles is 36 cents; or from Chicago to Cedar Rapids would be $1.80 instead of 75 cents. On the Railroad Commissioners' tariff for Illinois the rate for third class for two hundred and twenty miles is 33.50 cents; or for five hundred pounds $1.67½ instead of 75 cents. The rates in both cases are presumably reasonable.

The practice of allowing to branch and smaller lines, that gather up and distribute the traffic of the main lines, a larger per centage of the entire joint rate than a *pro rata*, is universal, and so far as the Commissioners are able to judge is correct. Without it, few branch lines in the State could probably earn operating expenses. The weak lines with light traffic must derive subsidy from the main lines to whose large business they contribute, otherwise it would be impossible to equalize the rates, and stations on main lines would get very low rates while the smaller lines would be compelled as a matter of necessity to exact very high rates. The Des Moines and Fort Dodge Railroad Company reports for the year 1882, that it received on through freight 4.17 cents per ton per mile on freight received from or carried to other roads, while it received on local freight but 2.39 cents; for the year 1883, from and to other roads, 3.41 cents per ton per mile, while its local rate was but 2 cents. With all this percentage of discrimination in its favor, this road hardly earns money enough to pay the interest on its debt. The books of the B., C. R. & N. R'y Co. have been so kept that the officers are unable to furnish the Commissioners the rates per ton per mile, either on local freight or that received from or given to other roads; but it is probable that it would show about the same disproportion over a reasonably high local rate. With the liberal percentage in its favor this road has been able to pay the interest on its debt, but does not pay any dividend to its stockholders.

The Commissioners are clearly of the opinion that the C. & N. W. R'y, in allowing the B., C. R. & N. R'y a very large percentage of the through freight from Chicago to Grundy Center, so long as the freight is no higher to the shipper, is pursuing a policy that is correct both in theory and practice, and will be sustained by all railway experience.

If the C. & N. W. R'y Co. is dissatisfied with its proportion of the joint freight rate and wishes to withdraw from the arrangement, it can do so. It can bill all third class goods to Cedar Rapids at 15 cents per hundred

pounds, or freight of any description at a rate that is "reasonable." In that case the B., C. R. & N. R'y Co. will be compelled by law to bill and carry the freight from Cedar Rapids to Grundy Center and other points at its regular local rates.

Des Moines, December 29, 1883.

APPENDIX B.

DIGEST OF DECISIONS.

DIGEST OF JUDICIAL DECISIONS.

THE following is an abstract of the decisions of the Supreme Court of the State relating to railroads, corporations, and right of way, that have been published since the date of our last report:

CROSS v. THE BURLINGTON & SOUTHWESTERN RAILWAY COMPANY, ET AL., 58 IOWA, 62.

Practice in the Supreme Court: CERTIFICATE TO EVIDENCE. A certificate to the evidence, signed by the trial judge after his term of office has expired, will be disregarded; but where it appears that the cause was submitted on depositions and documentary evidence, and the clerk certifies that the depositions and papers on file are contained in the record, it is sufficient, even if not certified until a term of court has intervened.

——: ABSTRACT: EVIDENCE. Where the evidence consisted of depositions and papers on file, and the abstract stated: "This is all the evidence in the case," it will be sufficient in the absence of a showing that it was not correctly abstracted, or that other evidence was offered or received.

——: REPEAL OF STATUTE: TRIAL. Where new or additional pleadings are filed in a case, after the repeal of a statute in force when the case was commenced, the trial should be had in accordance with the statute in force at the time the new issues were joined.

Railroads: VENDOR'S LIEN. Two railroad companies were consolidated, the consolidated company to own all the property and assume all the debts of either company, and to issue stock to persons entitled thereto in either company. Plaintiff, who was a stockholder in one of the companies prior to the consolidation, and, as such, had an interest in its right of way, which passed to the consolidated company and over which said company operated its road, brought suit upon notes given him by the new company for his interest in the former company, claiming a vendor's lien on such right of way: *Held*, that these facts did not entitle him to a vendor's lien.

Appeal from Van Buren Circuit Court.

Action in equity. A stockholder and officer of one of two railroads that were consolidated where the consolidated company was by the terms of consolidation to own all the property and assume all the debts of both companies, and stock of the consolidated company was to be issued therefor to the former owners of the properties, asks a vendor's lien on the right of way to secure the payment of certain promissory notes given him by the consolidated company for stock sold them. There was a decree for the plaintiff, and the defendants appeal.

REVERSED.

Burlington & Missouri River Railroad Company v. Lawson; The Same v. Kelley; The Same v. Lawson et al., 58 Iowa, 145.

Railroads: LAND GRANT: WHEN IT ATTACHED; PRE-EMPTION. In an action by plaintiff to recover lands alleged to have been included in its grant, but claimed by defendants under homestead entries, it was held that under the amendatory act of Congress, of June, 1864, the grant of 1856, which was a grant *in presenti* in the nature of a float, was made definite and certain by reference to the line of said railroad, as then located, and the lands granted became susceptible of accurate, certain and determinate designation; that the entries of the lands in controversy in October, 1864, were not valid, because the grant had already attached to those identical lands; and that the right thus acquired could not be impaired by subsequent legislation, State or national.

——: ——: HOMESTEAD ENTRY. The act of Congress of 1876 is not applicable in this case. The right of the plaintiff did not depend upon the withdrawal of the lands from sale or notice thereof. After the line of the road was definitely fixed the lands included were not subject to homestead entry, and an enterer could acquire no rights thereby.

Appeal from Page District Court.

These are actions for the recovery of certain real estate. They involve the same questions, and were tried in the court below as one case, and are presented in the same manner here with an agreement that final decree shall be entered in this court. There were decrees in the court below for the defendants, and plaintiff appeals.

REVERSED.

Beems, Administrator, v. The Chicago, Rock Island & Pacific Railroad Company, 58 Iowa, 150.

Practice: MOTION FOR NEW TRIAL. Conceding that the delay in filing a motion for a new trial may be excused upon proper showing of diligence, or that it was the result of accident or misfortune, the showing in this case was not sufficient.

——: ——: TIME OF FILING: JUDGMENT. A motion for a new trial, if not filed within the time fixed by the agreement of the parties, should be overruled; and a judgment should not be set aside, for the reason that it was entered before the time fixed for filing the motion had expired.

Railroads: PERSONAL INJURIES: CONTRIBUTORY NEGLIGENCE. The act of the intestate in going between the cars to uncouple them, while they were moving at an improper and unusual rate of speed, after having signaled the engineer to slacken speed, was not necessarily contributory negligence.

Practice in the Supreme Court: EXCEPTIONS TO INSTRUCTIONS. If it appears from the transcript that the instructions were excepted to at the time they were given, it is sufficient, although the exceptions were not saved by the motion for a new trial for the reason that it was not filed in time.

Railroads: NEGLIGENCE: INSTRUCTION. Where the petition charged negligence upon the engineer alone, and the instruction stated the cause of complaint was that the "parties

in charge of the engine" were negligent, it was held that no possible prejudice could result from such use of the plural number, and that the variance between the petition and the instruction was immaterial.

——: ——: KNOWLEDGE OF. The railroad company is liable, notwithstanding the negligence of the intestate, if ordinary care was not exercised by its employes to prevent the accident, after they knew of the intestate's negligence, and as this rule of law is clearly expressed, the form of the instruction is not important.

——: ——; FOOT CAUGHT. The fact that the intestate's foot was caught between the rails so that he was fastened to the place would not excuse the railroad company if its cars were negligently driven over him.

——: EVIDENCE: RULES OF THE COMPANY. The rules of the company requiring enginmen to exercise caution when "backing," and holding them accountable for a violation of the rules, were competent evidence in this case.

Damages: LOSS OF LIFE: EVIDENCE. Evidence as to the number of intestate's family, and the amount of his property, showing circumstances stimulating the deceased to industry and economy, whereby his life was rendered more valuable, was properly admitted. Per BECK, J.; ROTHROCK, J., *concurring*.

——: ——: ——: PER CURIAM. The real question is what was the value of the life of the deceased to his estate. The number of his children can have no bearing upon that question, and the admission of the evidence as to the number of his family was error. Per DAY, J.; SEEVERS and ADAMS, JJ., *concurring*.

Appeal from Cass Circuit Court.

Action by an administrator to recover damages resulting to the estate of the intestate, who was a brakesman in the employment of defendant, on account of injuries resulting in his death, caused by the negligence of defendant's employes. There was a verdict and judgment for plaintiff. Defendant appeals. The facts of the case appear in the opinion.

REVERSED.

TODHUNTER & WILLIAMSON v. THE DES MOINES, INDIANOLA & MISSOURI RAILROAD COMPANY ET AL., 58 IOWA, 205.

Perpetuities: LEASE FOR 999 YEARS: NOT PROHIBITED. The lease of a railroad for 999 years, with an annual rent reserved from the gross earnings, which does not preclude the lessor from disposing of the fee title, nor prevent the lessee from selling or assigning the lease, nor prohibit the lessor and lessee, by uniting therein, from conveying both the fee and the leasehold interest, is not within the statute, section 1920, Code, prohibiting perpetuities.

Appeal from Polk Circuit Court.

This is a proceeding by garnishment against the Chicago, Rock Island & Pacific Railway Company, garnishee, in action wherein plaintiffs recovered judgment against the defendants, the Des Moines, Indianola & Missouri Railroad Company. A judgment was rendered against the garnishee, the C., R. I. & P. Ry. Co. The garnishee and the defendant unite in the appeal.

REVERSED.

BEATTY v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 242.

Railroads: PROXIMITY TO HIGHWAY: NEGLIGENCE. The mere fact that a railway is constructed and operated in close proximity to a highway, although it may render the use of the highway less safe, does not of itself constitute negligence on the part of the railway company. Such increase of danger is necessarily incident to and attendant upon this improved mode of transportation.

——: ——: DAMAGES: CARE AND DILIGENCE. In an action for personal injuries, the proper inquiry is whether, in the light of all the existing circumstances, the company exercised reasonable care and diligence to guard against danger.

——: ——: HIGHWAY CROSSING. Under the facts found in this case, that portion of the highway from the point where the railroad track first infringes upon the highway, to the point of actual crossing, cannot be regarded as a part of the highway crossing.

Appeal from Poweshiek District Court.

The plaintiff, as administratrix of the estate of John W. Beatty, deceased, brings this action to recover damages for the death of said John W. Beatty, occasioned by a train of cars operated by the receiver of the Central Railroad of Iowa. Under the direction of the court the jury returned only a special verdict. Both parties filed a motion for judgment upon the special findings. The court overruled the plaintiff's motion for judgment, and sustained that of the defendant. The plaintiff appeals.

AFFIRMED.

DUMPHEY v. THE SUPERVISORS OF HUMBOLDT COUNTY, 58 IOWA, 273.

Taxes: IN AID OF RAILROADS: EXTENT OF POWER. The aggregate amount of tax that can be voted and levied by a township, incorporated town or city in aid of railroads, under chapter 123, acts Sixteenth General Assembly, is five per centum of the assessed value of the property therein; and when that amount has once been voted, levied and collected, the power conferred by the act is exhausted.

Appeal from Humboldt District Court.

The plaintiff presented a petition to the Honorable Ed. R. Duffie, Judge of the Fourteenth Judicial District, asking for an injunction to restrain the collection of a five per cent railroad tax, which was refused. From the decision denying the injunction plaintiff appeals.

REVERSED.

FERGUSON v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 293.

Railroads: DAMAGES: LINE OF EMPLOYMENT. Under the facts of this case, it was held that the jury were warranted in finding that the injury was received by plaintiff in the line of his employment.

——: ——: NEGLIGENCE: CUSTOMARY WAY. If the customary and usual way of doing the work of uncoupling cars in the yard was negligent and wrong, although permitted by the company, the plaintiff, being for the time in command of the train and in part responsible for the custom, cannot be heard to complain.

Appeal from Marshall Circuit Court.

Action for damages for a personal injury. There was a trial by jury; verdict and judgment for the plaintiff. The defendant appeals. The facts necessary to an understanding of the questions determined will be found in the opinion.

REVERSED.

JOHNSON v. THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 58 IOWA, 348.

New Trial; POWER OF COURT TO GRANT. Courts ought to grant new trials whenever their superior and more comprehensive judgment teaches them that the verdict of the jury fails to administer substantial justice to the parties in the case.

Railroads; PERSONAL INJURIES: FORCE USED: INSTRUCTION. An instruction, as to the degree of force which an employe of defendant might lawfully use in ejecting an obnoxious person from the station house, considered and held unobjectionable.

——: ——: TEST OF LIABILITY OF EMPLOYER. The true test by which to determine the liability of the employer or master, for the negligent or wrongful acts of the servant is, was the wrongful or negligent act done in the course and scope of the servant's employment? If it was, the employer is liable.

Practice; IMPEACHING TESTIMONY. The deposition of a witness may be read for the purpose of impeaching his testimony, where it is first shown to him, and he is afterwards examined upon that same subject-matter.

Appeal from Wapello Circuit Court.

Action for a personal injury which, it is alleged, the plaintiff received by being forcibly ejected from the station house of the defendant at Eldon, by the agent in charge of the station. There was a trial by jury, which resulted in a verdict for the plaintiff for $4,000. Upon a motion for a new trial, based upon several grounds, the court required the plaintiff to remit $1,500 of the verdict, and thereupon overruled the motion. Defendant appeals.

AFFIRMED.

SHEPPARD ET AL. v. CLARK ET AL., 58 IOWA, 371.

Tax Sale: REDEMPTION: TAX FOR PREVIOUS YEARS. To entitle the owner of real property, sold for taxes, to redeem, he will not be required to pay the amount of the tax paid by the purchaser, with penalties, interest and costs, for any year or years previous to that for which the sale was made.

Appeal from Marion Circuit Court.

Action of *mandamus* to compel the county auditor to issue to the plaintiffs a certificate of redemption for certain real estate sold for taxes. Trial to the court upon the pleadings and agreed statement of facts. Judgment for the plaintiffs, and defendants appeal.

AFFIRMED.

JOHNSTON v. THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY ET AL., 58 IOWA, 537.

Railroads: OPERATIONS OF: INJUNCTION. The "operations of a railway," as referred to in section 3391, Code, mean the operations of a constructed railway, and not the operations of a railway company in constructing a railroad.

Injunction: DISSOLUTION OF: FRAUD. When relief is sought by an injunction against fraud, which is the *gravamen* of the bill, the court will continue the injunction, though the defendant has fully answered the equity set up.

Railroads: POWER TO CONDEMN PROPERTY FOR USE. The statute limits the amount of land which may be taken by a railroad company under condemnation proceedings to one hundred feet in width, except: *First*, on account of wood and water stations; *second*, where a greater width is necessary for excavation, embankment, or depositing waste earth.

Appeal from Tama District Court.

It was held in this case:

1st. That an injunction restraining the railroad company from proceedings to condemn land outside the one hundred feet right of way for "wood and water stations" was not an interference with the "general and ordinary business of the corporation."

2d. When relief is sought by injunction against fraud, the court will "continue the injunction, though defendant has answered the equity set up."

3d. The construction of section 1241 of the Code is limited to such land as is absolutely necessary for wood and water stations, and that the attempt under the statute to condemn the land necessary for "passenger stations, freight and engine houses, warehouses, elevators, stock yards, and other appliances," is a freedom with the statute not justified by its language or spirit.

VAUGHN v. SMITH & CO. ET AL., 58 IOWA, 553.

Railroads: MECHANIC'S LIEN: CHANGE OF VENUE. Where the sub-contractor was entitled to a mechanic's lien for work done in the construction of a railway, it was held, that if the contractors had entered into an agreement by which they became personally liable to pay his claim, such contract was one in relation to the construction of a railway under section 2583, Code; and that the contractors were not entitled to a change of venue to the county of their residence.

Deposition: CERTIFICATE OF NOTARY. The certificate of a notary public attached to a deposition, showing that the deposition was read over by the witness and was subscribed and sworn to by him, at a time and place mentioned in the certificate, is a literal compliance with the statute, and is sufficient.

Contract: STATUTE OF FRAUDS: PAROL PROOF. A written contract set out in full in the opinion, construed and held not to be a contract to answer for the debt or default of another; that the contract could not be aided or added to by parol evidence; that to supplement such contract by evidence of a parol promise to pay plaintiff's debt would be clearly within the statute of frauds; and that the admission of such parol testimony, and the submission of the contract to the jury for construction, was error.

Practice in the Supreme Court: ABSTRACTING TESTIMONY. To abstract the testimony of witnesses without abbreviation, thereby imposing unnecessary labor upon the court, is a departure from the rules, and no costs will be allowed therefor.

Appeal from Taylor District Court.

It was held that—

1st. Under section 2583 of the Code of Iowa, the party seeking to enforce a mechanic's lien had his right of action in the county where the labor was performed, and no change of venue would lie to the county that was the residence of the defendants, even if the defendants were not previously liable and the action was to compel the defendants to pay the debt of another.

2d. The deposition of a witness in another State, sworn to and subscribed before a notary, is admissible as testimony and a compliance with the statute.

3d. A party cannot aid or add to a promise in writing by parol evidence; "to allow a promise to be supplemented by parol, where no promise is contained in writing, is clearly within the statute of frauds."

4th. It is the duty of the court, not the jury, to construe a contract. A verbal promise is binding when coupled with such circumstances as will take it out of the statute of frauds.

SULLIVAN v. THE WABASH, ST. LOUIS & PACIFIC RAILWAY COMPANY, 59 IOWA, 602.

Railroads: INJURY TO STOCK: CONFLICT OF EVIDENCE: VERDICT NOT SUSTAINED. If all the evidence can be harmonized by the exercise of reason, and in accord with the probabilities arising from the nature of the case, it is not what the law regards as a conflict of evidence; and where, when so considered, the testimony shows without conflict, that the stock in question was injured upon the highway crossing, the verdict for damages was not sustained by the evidence; and should have been set aside.

Appeal from Mills Circuit Court.

Action to recover double the value of a mare which plaintiff alleges was killed by a train upon defendant's railroad, at a point where defendant had the right to construct fences and where none were built. There was a verdict and a judgment for plaintiff for twice the value of the mare. Defendant appeals.

REVERSED.

SMITH v. THE KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY, 58 IOWA, 622.

Railroads: INJURY TO STOCK: RUNNING AT LARGE. A sucking colt, following its mother, which was in the control of the plaintiff, strayed and was injured by defendant's train: *Held*, that the colt, under such circumstances, must be deemed to have been running at large.

——: ——: DOUBLE DAMAGES: NOTICE OF LOSS: PROOF OF SERVICE: COPIES. Proof of the service of notice and affidavit of loss, to entitle plaintiff to double damages, may be made by copies shown to be correct, without notice to the defendant to produce the originals.

——: ——: WILLFUL ACT OF OWNER. The fact that the plaintiff by a voluntary act exposed the colt to danger from defendant's train, if the act was done for a lawful purpose and the danger was merely incidental thereto, does not make the act willful.

——: ——: PLACE OF INJURY: RIGHT TO FENCE: INSTRUCTION. Where the evidence does not show the character of the place at the point where the injury occurred, an instruction, excluding from the jury the consideration that if the colt was injured where the defendant had no right to fence, it would not be liable, was erroneous.

Appeal from Pottawattamie Circuit Court.

Action to recover double damages for injury to a mule colt, alleged to have been caused by one of the defendant's trains, where the defendant had a right to fence. There was a trial to a jury, and verdict and judgment were rendered for the plaintiff. The defendant appeals.

REVERSED.

BRENTNER v. THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, 58 IOWA, 625.

Railroads: INJURY TO STOCK: FENCES: EVIDENCE. Evidence of the character and kind of a fence, where it is claimed the cattle of the plaintiff escaped from his inclosure and went upon the defendant's right of way, at a time subsequent to the injury, is not admissible, without showing there had been no change in its condition since the injury.

——: ——: DOUBLE DAMAGES: NOTICE OF LOSS: PROOF OF. Proof of service of the notice and affidavit of loss, required by statute to be served upon the defendant, to entitle the plaintiff to double damages, may be made by copies of duplicate originals, without serving notice upon the defendant to produce the originals.

——: ——: ——: ——: AFFIDAVIT OF SERVICE. Whether the *ex parte* affidavit of service, attached to the duplicate originals by the person serving the same, is admissable as proof of such service, *quære?*

——: ——: DEFECTIVE FENCE: LIABILITY. Where a sufficient fence was erected to keep the cattle from the right of way, and it became defective without the fault of the company, no liability attaches for an injury occurring on account of such defect, unless the company had knowledge or by the exercise of reasonable care could have learned of the defect and had reasonable time to make repairs; and this consideration should have been submitted to the jury.

Appeal from Cerro Gordo Circuit Court.

Action to recover double damages for certain cattle alleged to have been killed by one of the defendant's trains, where it had a right to fence. There was a trial to a jury, and a verdict and judgment were rendered for the plaintiff. The defendant appeals.

REVERSED.

DIMMICK v. THE COUNCIL BLUFFS & ST. LOUIS RAILWAY COMPANY, 58 IOWA, 637.

Railroads: APPROPRIATION OF RIGHT OF WAY: AWARD. An action will not lie upon the award of a sheriff's jury for damages for right of way, unless the right of way has been entered upon and appropriated by the company.

——: ——: WHAT CONSTITUTES: TORT. Where a railway company duly condemned a right of way, which included a portion of plaintiff's lot, and without paying the award entered thereon, but did not actually occupy any portion of plaintiff's property or disturb the fence around it, it was held that the company had not made such an appropriation of the property as to have been guilty of a tort, and that it was not liable to pay the award.

——: ——: ——: ACTS OF APPROPRIATION. The fact that defendant permitted a telegraph company to construct a telegraph line over and across that portion of plaintiff's lot within the right of way, and allowed the return of award to be recorded, did not amount to a tort, or raise an implied contract to pay the award.

Appeal from Pottawattamie Circuit Court.

Action upon an award of sheriff's jury for damages for right of way. There was a trial to a jury, and verdict and judgment rendered for the plaintiff. The defendant appeals.

REVERSED.

HEDGE v. GIBSON, 58 IOWA, 656.

Change of venue: AFFIDAVIT: BY WHOM MADE. An application for a change of venue by a party, upon the ground of the alleged prejudice of the inhabitants of the county, must, if the party is a natural person, be verified by himself.

Promissory note: FOR CORPORATE STOCK: TENDER OF CERTIFICATES. An instrument, delivered to the maker at the time he executed a subscription note for the stock of a corporation, provided that certificates of stock should be delivered upon the payment of the note. *Held:*

1. That both instruments were admissible in evidence as parts of the same contract.
2. That as plaintiff acquired the note after maturity, he took it with all the infirmities which attached thereto.
3. That no action could be maintained upon the note without a tender of the certificates of stock.

Appeal from Washington Circuit Court.

Action upon a promissory note made by the plaintiff on the 7th day of January, 1871, payable in three months thereafter to the Iowa Northern Central Railroad Company, or bearer. A jury was empaneled, and after the evidence was all introduced, the court instructed the jury to return a verdict for the defendant. Plaintiff appeals.

AFFIRMED.

BANNIGAN v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 671.

Change of venue; COSTS OF FORMER TERM. The action of the court in making the change of venue conditional upon the payment of all the costs accrued up to the time the order was made, including the costs of a former term, not caused or rendered useless by the change, and in refusing to grant the change without the payment of all said costs, was error

Appeal from Hardin District Court.

The plaintiff claims of the defendant $500 damages for injury to the plaintiff's property occasioned by fires, originating from alleged carelessness in operating the defendant's railway. The cause was tried by a jury and a verdict was returned for the plaintiff for $115.

The motion for a new trial was overruled, and judgment was entered upon the verdict. The defendant appealed May 24, 1881. Afterwards the plaintiff appealed. Upon the defendant's appeal the judgment is

REVERSED.

DUNN v. THE CHICAGO & NORTHWESTERN RAILWAY COMPANY, 58 IOWA, 674.

Railroads: INJURY TO STOCK: RIGHT TO FENCE: EVIDENCE. In an action against a railway company to recover double damages for stock killed, where it had the right to fence, but failed to do so, the testimony of a witness who stated what he had seen and knew in relation to the locality and the condition of the fence where the stock went upon the railroad track, was not hearsay or based upon the opinion of the witness.

——: ——: FAILURE TO REPAIR FENCES: NOTICE: INSTRUCTIONS. The court instructed the jury that the company was not liable, unless there was negligence in failing to repair the fences within a reasonable time after notice of their defective condition was had. *Held:*

1. That the further instruction asked, that the burden of proof was upon the plaintiff to show such negligence, was unnecessary.
2. That it was not required that such notice should be given by the plaintiff, in order to be binding upon the defendant.

Practice: INSTRUCTION NOT PERTINENT TO ISSUE. An instruction asked, not pertinent to any issue in the case, was properly refused.

Appeal from Pottawattamie District Court.

Action to recover double the value of one heifer, one mare and one yearling filly, killed by a train upon defendant's railroad, at a place where defendant had a right to construct fences, but failed to do so. There was a verdict and a judgment for plaintiff for double the value of the mare and filly. Defendant appeals.

AFFIRMED.

ORMOND v. THE CENTRAL IOWA RAILWAY COMPANY, 58 IOWA, 742.

Railroads: DAMAGES: CONTRIBUTORY NEGLIGENCE: EVIDENCE. In an action against a railroad company to recover the value of certain stacks of oats, destroyed by fire set out by its engine, evidence of the custom of the neighborhood not to plow around the stacks is not competent for the purpose of showing a want of contributory negligence. Whether it is necessary for the plaintiff in such cases to show that he did not, by a failure to exercise ordinary care, contribute to the injury, *quære?*

——: ——: EVIDENCE: OWNERSHIP. In such case, evidence that the plaintiff raised the oats on rented land on the shares, was admissible to show the ownership of the grain destroyed. The plaintiff should not recover the value of all the grain if he did not own it all.

Appeal from Franklin Circuit Court.

This is an action to recover the value of certain stacks of oats, alleged to have been destroyed by a fire occasioned by sparks emitted from an engine operated by the defendant. There was a jury trial resulting in a verdict and judgment for plaintiff for $165. The defendant appeals.

REVERSED.

VAN HORN v. BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 59 IOWA, 33.

Evidence: SOUND OF RUNNING TRAIN AS PROOF OF SPEED. Where there was a question as to the speed at which the train was running by which the plaintiff's horses were killed: *Held*, that it was proper to allow witnesses to testify that they judge from the *sound* of the train that it was running very rapidly, and more than six miles per hour. The weight of such evidence it was for the jury, under the circumstances shown, to determine.

——: CONTRIBUTORY NEGLIGENCE: HORSES ILLEGALLY RUNNING AT LARGE. Where a person owning horses in a city allowed them to run at large at night, and to lie down and sleep on a railroad track, and the horses were injured by a passing train, his conduct was a circumstance tending to show him guilty of contributory negligence, unless he had a legal right to let them run at large, and when an ordinance of the city was offered in evidence to show that he had no such legal right, it was error to exclude it.

Appeal from Benton District Court.

Action to recover the value of certain horses alleged to have been killed by reason of the negligence of the defendant in running one of its trains. The accident occurred in the city of Vinton, between one and two o'clock at night. The plaintiff had turned the horses loose. They strayed upon the defendant's track, and lay down at a point where the track crossed one of the streets of the city. The negligence complained of is that the defendant was running its train at an improper rate of speed. The defendant denied all negligence upon its part, and averred that the injury was caused through the negligence of the plaintiff. There was a trial to a jury, and verdict and judgment rendered for the plaintiff. The defendant appeals.

REVERSED.

SMITH v. BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY, 59 IOWA, 73.

Railroads: INJURY BY CO-EMPLOYE: RULE STATED. To entitle an employe of a railroad company to recover for personal injuries inflicted through the negligence of a co-employe, it must be shown that his employment was connected with the operation of the railway. Code, § 1307.

——: ——; RULE APPLIED. Where plaintiff's petition failed to aver, and the evidence failed to show that he was anything more than a section hand, and that, when injured, he was engaged in loading a car: *Held*, that this service did not pertain to the operation of the road, and that he could not recover for injury caused by the negligence of his co-employe.

Practice: INSUFFICIENT PETITION: ADVANTAGE TAKEN OF, HOW. If the facts stated in the petition do not entitle plaintiff to relief, and defendant fails to demur, advantage may be taken of the defect by motion in arrest of judgment, or the court may, at the trial, as in this case, direct the jury to find for the defendant.

Appeal from Fayette District Court.

Action to recover for personal injuries sustained by plaintiff while in the employment of defendant, resulting from the negligence of a co-employe. The court instructed the jury to return a verdict for defendant upon the evidence submitted in the case, which was done, and a judgment was rendered accordingly, from which plaintiff appeals.

AFFIRMED.

CARTON & CO. v. ILLINOIS CENTRAL RAILROAD COMPANY, 59 IOWA, 148.

Railroads: LEGISLATIVE REGULATION OF RATES: INTER-STATE COMMERCE: CONSTITUTIONAL LAW. If the language of chapter 68, law of 1874, is to be construed so as to include contracts for the transportation of freights to points without the State, then it is repugnant to article 1, section 8, of the Constitution of the United States, which confers upon Congress the "power to regulate commerce with foreign nations and between the State," and is then for that reason, in that particular, void, and will not support an action brought to recover of the defendants freight charged in excess of the rates provided in that act, on goods shipped from Ackley, in this State, to Chicago, in the State of Illinois, on a contract for through shipment at a given rate per car load.

——: ——: ——: LEX LOCI CONTRACTUS. While it is true that the contracts of shipment set out in this case are entire contracts, and while it may be conceded that the laws of this State enter into and become a part of contracts made within the State, yet this doctrine must be limited to laws which are valid; and since the law relied on if applicable to these contracts at all, is so far void, it cannot enter into and become a part of those contracts. BECK, J., *dissenting*.

Appeal from Hardin Circuit Court.

This is an action to recover certain alleged excessive freight charges paid by the plaintiff to the defendant for transporting grain from Ackley, in this State, to Chicago, Illinois. The cause was tried in the court below without a jury, and upon an agreement as to facts, and judgment was rendered for the defendant for costs. Plaintiffs appeal.

AFFIRMED.

BOTHWELL v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, 59 IOWA, 192.

Railroads: KILLING STOCK: INSUFFICIENT EVIDENCE. In an action for damages for two colts killed by a passing train, at the close of the introduction of plaintiff's testimony, the court, on motion of defendant, directed the jury to return a verdict for the defendant: *Held* correct, on the ground that the evidence was not sufficient to support a verdict for damages. DAY and BECK, J. J., as to the sufficiency of the evidence, *dissenting*.

Appeal from Jones District Court.

This is an action to recover the value of two colts, which it is alleged were killed by being run over by one of defendant's trains. There was a trial by jury. At the close of the introduction of the plaintiff's evidence, the court, on motion of the defendant, directed the jury to return a verdict for the defendant. Plaintiff appeals.

AFFIRMED.

WOOD v. CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, 59 IOWA, 196.

Railroads: AUTHORITY OF STATION AGENT: QUESTION OF FACT. The question whether or not the station agent of a railway company has, as such agent, authority to bind the company by a contract to furnish cars to a shipper at his station at a particular time, is one of fact and not of law, and it was error, *first*, to reject testimony offered by defendant to prove that its agent had not such authority, and *second*, to instruct the jury on the theory that such agents have such authority as matter of law. BECK, J., *dissenting*.

Appeal from Clayton Circuit Court.

The plaintiff alleges that the defendant contracted to furnish the plaintiff, on the 16th day of October, 1879, two cars in which to ship potatoes from Enfield, a station on defendant's road, to Denison, Texas; that defendant failed to furnish the cars until the second day of November, and that by reason of this delay the potatoes were frozen, to the damage of plaintiff in the sum of $300. The cause was tried to a jury, and resulted in a verdict and judgment for plaintiff for $452.44. The defendant appeals. The material facts are stated in the opinion.

REVERSED.

EVERETT v. THE UNION PACIFIC RAILROAD COMPANY, 59 IOWA, 243.

Witnesses: NUMBER OF LIMITED: DISCRETION OF COURT. The trial court has a legal discretion to limit the number of witnesses that may be examined to establish a single point or proposition; and *held* that such discretion was not abused by the court in this case. BECK and ADAMS, JJ., *dissenting*.

Damages: MEASURE OF: MARKETABLE VALUE: INSTRUCTION. An instruction to the effect that the marketable value of property is the amount for which the property would sell if put upon the open market and sold in the manner in which property is ordinarily sold in the community in which it is situated; *Held*, correct, and not necessarily calculated to raise the inference that a forced sale was meant by the court.

Practice in Supreme Court: REJECTION OF EVIDENCE: ERROR MUST BE SHOWN. Where evidence is rejected by the trial court will presume that it was properly rejected, unless the contrary affirmatively appears from the record.

Evidence: VALUE OF LAND: TOO REMOTE. Evidence that some land near by that in controversy was sold ten or twelve years before the trial at a certain price: *Held*, too remote to determine the value of the land in controversy at the time it was appropriated.

——: ——. When the land in controversy might prudently be laid out in city lots, but in fact is not, evidence as to what its value would be if so laid out, is incompetent.

Practice in Supreme Court: VERDICT AGAINST EVIDENCE. This court cannot say that a verdict should have been set aside as being against the evidence, when the evidence is conflicting, and is not all before the court.

Appeal from Pottawattamie District Court.

This is a proceeding instituted for the purpose of determining the damages sustained by the plaintiff because of the appropriation by the defendant of certain real estate belonging to the plaintiff, for the purposes of its road. The plaintiff appealed from the assessment made by the sheriff's jury to the Circuit Court. There was a transfer to the District Court, where there was a trial by jury, which resulted in a verdict and judgment for the plaintiff, and therefrom she appealed.

AFFIRMED.

STRINGER ET AL. V. KEOKUK, MT. PLEASANT & NORTHERN RAILROAD COMPANY ET AL., 59 IOWA, 277.

Railroads: RIGHT OF WAY DEED: CONDITIONS SUBSEQUENT. A conveyance of right of way to a railroad company will not be set aside in equity merely because the grantee has failed to perform conditions subsequent contained in the deed.

Contract: RESCISSION OF: EQUITY. Equity will not decree the rescission of a contract at the suit of one party thereto on the ground that the other has failed to fulfill his part of the engagement, if the defaulting party cannot be pleaded in *statu quo*, and injury would result to him from the rescision. In such cases parties must resort to the courts of law and seek the damages to which they are entitled by reason of the breach of the contract.

Appeal from Henry Circuit Court.

Action in chancery to rescind and set aside a conveyance to defendant, granting the right of way for its railroad upon land of plaintiff's. Upon a demurrer, plaintiff's petition was dismissed; they now appeal.

AFFIRMED.

MARTIN v. CENTRAL IOWA RAILWAY COMPANY, 59 IOWA, 411.

Railroads: NOTICE OF DAMAGE TO STOCK: MISNOMER OF DEFENDANT. Where horses were killed by the Central Iowa Railway Company, and the owner of the horses caused to be served on a proper officer of that company a notice of the injury as contemplated by section 1289 of the Code, which notice was, however, addressed to the Iowa Central Railway Company: *Held*, in an action for double damages, that the misnomer did not invalidate the notice, under the rule that "the omission, alteration or transposition of any of the words, if the words in the name used are synonomous with the true name of the corporation, is not a misnomer that will defeat the notice." ADAMS, J. *dissenting*.

Evidence: RELEVANCY. The pleadings in a former action against defendant: *Held*, properly admitted in evidence as showing that defendant became the owner of the railway before the killing of plaintiff's horses, that being a point in issue.

Instruction: NOTICE OF DAMAGE. An instruction to the effect that the notice (referred to in the first point, *ante*) was good, if plaintiff intended to serve it upon the defendant and the misnomer was a mistake, but that, if plaintiff intended to serve it on some other company defendant was not liable for double damages: *Held*, correct.

Verdict: SPECIAL INTERROGATORIES: MODE OF ANSWER. Where special interrogatories were submitted to the jury and the court directed the jury that, if they could not answer the questions by "yes" or "no," they might answer them in some other manner, and the jury answered "we think" and "have reason to believe": *Held*, that these answers presented in positive language the conclusions reached by the jury, and sufficiently expressed the findings of fact sought by the questions.

Practice in the Supreme Court: VERDICT: EVIDENCE TO SUPPORT. The evidence in this case being considered and found to be conflicting, this court will not interfere with the judgment rendered on the verdict.

Appeal from Monroe District Court.

Action to recover double the value of certain horses killed and injured by a train upon the road of defendant, at a point where it had a right to construct fences. There was a verdict and a judgment for plaintiff. Defendant appeals. Adams, J., dissents to the first point of this opinion.

AFFIRMED.

GULLIHER v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 59 IOWA, 416.

Practice: NOTICE OF APPEAL: EXCEPTIONS. Where, during the trial, numerous exceptions were taken to the ruling of the court, many of them to the giving and to the refusing to give instructions, and on June 21st there was a verdict and judgment for plaintiff, but no formal exception entered at the end of the judgment entry, and on June 24th defendant filed a motion to set aside the verdict and for a new trial, setting out the errors complained of pending the trial, and also that the verdict was not supported by sufficient evidence, and was contrary to law, which motion was, on June 27th, overruled, to which ruling defendant at the time excepted: *Held*,

1. That the exception taken to the ruling denying a new trial was a sufficient exception to the judgment.

2. That a notice of appeal from the *judgment* rendered on the 21st day of June properly brought up in the Supreme Court all the objections properly saved on the trial of the case, including the motion for a new trial.

——: INSTRUCTIONS: FRAUD. Where fraud in procuring a written contract of settlement was pleaded to avoid the effect of the writing, but the facts proved did not constitute fraud, the court should, when requested, have instructed the jury that there was no evidence of fraud.

Contract: NEGLIGENT SIGNER BOUND. It is well settled that where a party having capacity to read an instrument, signs it without reading it, and without requesting it to be read to him, he is bound thereby, if no device is used to put him off his guard.

Practice: SPECIAL INTERROGATORIES. When defendant requested the court to submit to the jury special interrogatories, few in number, easily understood and not tending to confusion, which called for answers to ultimate facts in issue, and which were not vulnerable to any valid objection, the request should have been granted.

Appeal from Lee Circuit Court.

This is an action to recover for a personal injury received by the plaintiff while in the employment of the defendant, and engaged in coupling cars. There was a trial by jury, and a verdict and judgment for the plaintiff. Defendant appeals. The facts appear in the opinion.

REVERSED.

MARION v. CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, 59 IOWA, 428.

Railroads: TORTS OF EMPLOYE AS AFFECTED BY HIS PURPOSE. The act of an employe of a railroad company in removing a trespasser from a train, cannot be considered the act of the company, unless he was employed generally to remove trespassers, or specifically to remove the particular trespasser. The question whether or not it was the *purpose* of the employe to serve his employer is relevant only in cases of willful injury done in the course of his employment.

Appeal from Jefferson District Court.

Action to recover for a personal injury. The plaintiff avers in his petition that he climbed upon one of the defendant's freight trains while in motion; that he did so without a ticket and without the consent of the company; that one of the defendant's brakemen, in the course of his employment, negligently and willfully forced him from the train while in motion, and caused him to fall through a bridge, from which he received the injury complained of.

The defendant for answer denied all the allegations of the petition not admitted, and did not admit that one of its brakemen, in the course of his employment, negligently or willfully forced the plaintiff from the train. There was a trial to a jury, and verdict and judgment were rendered for the plaintiff. The defendant appeals.

REVERSED.

BRITTON ET AL. v. DES MOINES, OSCEOLA & SOUTHERN RAILROAD COMPANY, 59 IOWA, 540.

Parties: RIGHT TO JOIN GIVES NO RIGHT TO BE SUBSTITUTED. Section 2683 of the Code, which gives to any one interested in the subject matter involved in the action the right to *unite with* the defendant in resisting the claim of the plaintiff, does not give to such interested person the right to be *substituted for* the defendant.

Practice: DIRECTIONS OF COURT TO WITNESS. It is not improper for the court, on its own motion, to indicate to a witness what matters should be considered in answering a question, nor, when objections are made to questions asked a witness, to state what the court deems the proper course to be taken.

Railroads: RIGHT OF WAY: MEASURE OF DAMAGES. On an appeal from the award of a jury for damages for right of way, where the question was much longer than necessary, but asked, in substance, how much less the land was worth after than before the appropriation, excluding benefits: *Held*, not erroneous.

Practice in Supreme Court: ERROR WHICH MIGHT HAVE BEEN CORRECTED BELOW. Where it appeared on cross-examination that a witness, on the examination in chief, took into consideration improper matters in estimating damages, defendant should have moved the court to strike out the objectionable evidence before asking this court to correct the error.

Railroads: RIGHT OF WAY: MEASURE OF DAMAGES. In estimating the damages which the owner of land should recover on account of the appropriation of a portion thereof for right of way for a railroad, the benefits caused to the land by drainage from the building of the railroad cannot be considered. Section 18, article 1, of the Constitution excludes the consideration of *all* advantages that may result to the owner on account of the improvement.

Appeal from Warren Circuit Court.

The defendant instituted proceedings to condemn a strip of land seventy-five feet wide as right of way for its road over certain real estate belonging to the plaintiffs. From the award of the sheriff's jury the plaintiffs appealed to the Circuit Court, where there was a trial by jury, verdict for the plaintiffs, and judgment as provided by statute. The defendant appeals.

AFFIRMED.

LOWER v. CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY ET AL.; GRAY v. THE SAME; ELDER ET AL. v. THE SAME, 59 IOWA, 563.

Railroads: SURMOUNTING LEGAL IMPEDIMENTS THROUGH AUXILIARY COMPANY: NO FRAUD. Though a railroad company may not for some reason have the legal authority to condemn right of way for a lateral line, it may cause another company of its own stockholders to be so organized as to have that power, and when such subsidiary company has condemned the right of way, it may lease its line to the former company, and in this there will be no fraud upon those whose lands have been condemned.

——: CONDEMNATION OF RIGHT OF WAY FOR: DESCRIPTIONS IN NOTICES. Where notices of condemnation described the land to be condemned as a certain number of feet on each side of the center line of the railroad, "as the same is located, staked, and marked," *held*, that this description was sufficient, and if any other parts of the description in this case differed therefrom, they must yield thereto.

——: EMINENT DOMAIN: LATERAL LINES: STATUTE CONSTRUED. When a company has the power to build an additional lateral road, that is, a lateral road whose construction and maintenance are possible only upon an independent right of way, the right of way statute does not prevent the condemnation of land for such additional road.

Appeal from Monroe Circuit Court.

The Chicago, Burlington & Quincy Railroad Company, desiring to reduce its grades through a portion of Monroe county, found it necessary to locate its line apart from and outside of its original road, for a distance of about fifteen miles.

It being a foreign corporation, and unable to condemn the right of way under the laws of the State, organized, from parties in its interest, "The Chilicothe and Chariton Railroad Company," which proceeded to condemn the right of way on the line previously surveyed and partly constructed by the former company. The plaintiffs asked an injunction to prevent the condemnation of the right of way on the ground of fraud, the new corporation not being organized in good faith to build an independent line of road, but simply to do what the C., B. & Q. Co. could not lawfully do.

The court below dismissed the petition, and its action was

AFFIRMED.

HUDSON v. CHICAGO & NORTHWESTERN RAILWAY COMPANY, 59 IOWA, 581.

Appeal to Supreme Court: LESS THAN $100: QUESTION OF EVIDENCE TO SUPPORT VERDICT. Although the question as to the sufficiency of the evidence to support a verdict may in a certain sense be said to become a question of law, yet it is not such a question as the legislature intended should be certified to this court in cases involving less than $100.

Railroads: NEGLIGENT CONSTRUCTION: EVIDENCE OF PRIOR ACCIDENT. In an action for damages for injury to a horse by reason of the negligent and defective construction of a railroad crossing, evidence of a former and similar accident which happened to another at the same place, was not competent, and should have been excluded.

——: ——: EVIDENCE OF REPAIRING DEFECT AFTER ACCIDENT. Evidence to the effect that a day or two after the accident, the defendant's employes changed the crossing in such a manner as to avoid the defect complained of, could have no other purpose than to establish an admission on the part of the defendant of its own negligence at the time of the accident; and the evidence could not be admitted for that purpose, without a violation of the well established rule, that an admission made by an employe or agent, after the transaction, cannot be introduced as evidence against his principal.

Appeal from Marshall Circuit Court.

The plaintiff claims damages in the sum of $100 for an injury to a horse, alleged to have been caused by a defective crossing over defendant's road, the defect consisting in placing the plank on the inside of one of the iron rails of the road so far from the rail that in driving the horse over the crossing he stepped into the aperture thus made, and was injured and crippled. There was a trial by jury and a verdict and judgment for the plaintiff. Defendant appeals.

REVERSED.

DREHER v. IOWA SOUTHWESTERN RAILWAY COMPANY, 59 IOWA, 599.

[**Railroads**: RIGHT OF WAY: EVIDENCE. In an action for compensation for land appropriated by a railway for right of way, evidence relating to the manner in which the railway affected the farm, how it affected a hog pasture and a stream of water and access thereto, the size of the stream, the value of the farm and of the farms in that neighborhood, the height of the grade and the depth of the ditches, etc., was properly admitted.

Practice: QUESTION TO JURY: DISCHARGE WITHOUT ANSWER. Where the court submitted to the jury, at the instance of the defendant, a question, the answer to which could have determined nothing material to the case, and then discharged the jury against defendant's objection, without requiring them to answer the question, *held*, no error to justify a new trial.

Railways: RIGHT OF WAY: INSTRUCTIONS The court instructed the jury that they might "consider the fact that this strip of land is taken for the purpose of building and operating a railroad thereon, and any inconvenience or apprehension of danger, if any, which may arise out of this peculiar use * * *:" *Held*, that the jury could not have been misled by the use of the term "apprehension," since the whole tenor of the instruction was to the effect that actual damages alone were to be allowed; and the small amount of the verdict in this case indicates that they were not misled.

Appeal from Audubon Circuit Court.

This is a proceeding to ascertain the compensation to which the plaintiff is entitled by reason of the appropriation of part of his farm for right of way for defendant's railroad. There was a trial by jury, and a verdict and judgment for plaintiff for $100, and defendant appeals.

AFFIRMED.

THE CHICAGO & NORTHWESTERN RAILWAY COMPANY v. WILLIAM DUNN, 59 IOWA, 619.

Railroads: TORTS: LIABILITY OF ONE JOINT WRONG-DOER TO ANOTHER. While it is a general rule that no contribution can be enforced as between joint wrong-doers, there are some exceptions to the rule; and where defendant wrongfully removed a gate which plaintiff had erected to keep live stock off its right of way over defendant's land, whereby

the horse of a third party got upon plaintiff's track and was killed by a passing train, and plaintiff, on account of its negligence in not having the gate replaced, was compelled to pay the value of the horse to the owner thereof: *Held*, that plaintiff was entitled to recover of the defendant the amount so paid for the horse.

Appeal from Clinton Circuit Court.

The plaintiff, a duly organized corporation, was operating a line of railway in Clinton county, passing through the farm occupied by the defendant; the railway was fenced through the farm and at a private crossing gates were erected for the accommodation of the defendant. One of the gates was taken from its hinges by defendant and left open, by means of which a horse belonging to a third person strayed upon the track and was killed. The railway company paid the owner the value of the horse, and brought suit against defendant for the amount paid. The defendant demurs to the petition on the ground that plaintiff was a joint wrong doer, having allowed the gate to remain open nearly a month; the demurrer was sustained and judgment rendered against plaintiff.

REVERSED.

MILLER v. CHICAGO & NORTHWESTERN RAILWAY COMPANY, 59 IOWA, 707.

Railroads: RATE OF SPEED: VERDICT: EVIDENCE TO SUPPORT. Since it appears from the evidence in this case the accident to plaintiff's horse, for which he seeks to recover, may have been occasioned by defendant's train entering upon the depot grounds at the unlawful rate of more than eight miles per hour, notwithstanding the fact that the train had slowed down to a speed less than eight miles per hour before the animal came upon the track, and the evidence is thus susceptible of a construction consistent with the verdict, the verdict will not be set aside as not being supported by the evidence.

——: INJURY TO STOCK RUNNING AT LARGE: CONTRIBUTORY NEGLIGENCE. An instruction in the following language: "If the plaintiff knowingly allowed his horse to be upon and to frequent the depot and station grounds of defendant, where it was not required to fence, and where there was danger of the horse being struck by the trains of defendant, he is guilty of contributory negligence, and cannot recover in this action," *held*, properly refused. *Kuhn v. Chicago, Rock Island & Pacific Railroad Company*, 42 Iowa, 420.

——: INJURY TO STOCK ON DEPOT GROUNDS: DOUBLE DAMAGES: STATUTE CONSTRUED. A statute ought not to be so construed as to create or authorize the recovery of a penalty, unless the intention to do so is clear. Consequently, the latter part of section 1289 of the Code, making railroads liable under said section for the operating of trains in depot grounds at a greater rate of speed than eight miles per hour, being susceptible of a different construction, will not be construed so as to authorize the recovery of double damages for injuries to stock caused by a violation of said statute.

Appeal from Story Circuit Court.

This is an action to recover double damages for the killing of plaintiff's horse upon defendant's depot grounds by a train running, it is alleged, at a greater rate of speed than eight miles an hour. Upon motion of the defendant

all that portion of the petition relating to double damages was stricken out. The defendant denied the allegations of the petition, and alleged that the plaintiff contributed to the injury by allowing his horse to run at large in the vicinity of the depot grounds.

There was a jury trial resulting in a verdict and judgment for the plaintiff for $100. Both parties appeal. The defendant, having first served notice of appeal, is to be denominated the appellant.

AFFIRMED.

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